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| <div>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</div> <div>Daniel Weintraub - Bar #132111 James R. Selth - Bar #123420 Crystle J. Lindsey - Bar #281944 WEINTRAUB & SELTH, APC 11766 Wilshire Boulevard, Suite 1170 Los Angeles, CA 90025 Telephone: (310) 207-1494 Facsimile: (310) 442-0660 Email: dan@wsrlaw.net</div> <div><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor and Debtor-In-Possession</div> | | <div>FOR COURT USE ONLY</div> | |
| <div>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</div> | | | |
| <div>In re:</div> <div>NEUMEDICINES, INC.</div> <div>Debtor(s).</div> | | <div>CASE NO.: 2:20-bk-16475-ER CHAPTER: 11</div> <div>NOTICE OF SALE OF ESTATE PROPERTY</div> | |
| <div>Sale Date: 12/10/2020</div> | | <div>Time: 11:00 am</div> | |
| <div>Location: Courtroom 1568, 255 E. Temple Street, Los Angeles, CA 90012</div> | | | |

Type of Sale: ☒ Public ☐ Private

Last date to file objections: 12/03/2020

Description of property to be sold:

Substantially all of the Debtor's assets, excluding the assets listed in Exhibit D of the Asset Purchase Agreement By And Between Karyopharm Therapeutics, Inc. ("Karyopharm" and, the "APA") attached hereto as Exhibit 4.

Terms and conditions of sale: The purchase price is set forth in Section 3.1 of the APA. Subject to the terms of Section 3.1 of the APA, the consideration is summarized as (i) \$6,000,000 in cash and delivery of 150,000 shares in Karyopharm upon closing of the sale (as defined in the APA); and (ii) consideration contingent upon the occurrence of future events and sales as set forth in Section 3.1 of the APA. The sale is free and clear of all liens, claims and encumbrances pursuant to Bankruptcy Code Section 363(b) and (f) and subject to overbids. See APA attached hereto as Exhibit 4.

Proposed sale price: See above and APA attached hereto as Exhibit 4.

Overbid procedure (if any): See "Bid Procedures Order" attached hereto as Exhibit 1; "Order Extending Bid Procedure Deadlines" attached hereto as Exhibit 2; and "Notice of Designation Of Stalking Horse Bidder In Sale Of The Debtors Assets" attached hereto as Exhibit 3.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Date: December 10, 2020

Time: 11:00 am

Place: United States Bankruptcy Court, Central District of California, Los Angeles Division
Courtroom 1568

Telephonic appearances only. Any party who wishes to appear by telephone must contact Court Call by telephone at 866-582-6878, ext. 188 no later than one hour before the hearing.

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Daniel J. Weintraub
WEINTRAUB & SELTH, APC
11766 Wilshire Boulevard, Suite 1170
Los Angeles, CA 90025
Telephone: (310) 207-1494
Facsimile: (310) 442-0660
Email: dan@wsrlaw.net

Date: 11/30/2020

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 11/30/2020, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* 11/30/2020, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL *(state method for each person or entity served)*: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/30/2020

Date

Gabby Piceno

Printed Name

/s/ Gabby Piceno

Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

ON BEHALF OF KARYOPHARM THERAPEUTICS INC Matthew Benedetto
matthew.benedetto@wilmerhale.com whdocketing@wilmerhale.com

ON BEHALF OF BRINK BIOLOGICS, INC. & NANTKWEST, INC. Bruce Bennett bbennett@jonesday.com

ON BEHALF OF KARYOPHARM THERAPEUTICS INC Salvatore M Daniele WHDocketing@wilmerhale.com

ON BEHALF OF ELLIOT FRIEDMAN David S Kupetz dkupetz@sulmeyerlaw.com,
dperez@sulmeyerlaw.com;dperez@ecf.courtdrive.com;dkupetz@ecf.courtdrive.com

ON BEHALF OF DEBTOR Crystle Jane Lindsey crystle@wsrlaw.net,
crystle@cjlilaw.com;gabby@wsrlaw.net;eduardo@wsrlaw.net

ON BEHALF OF KARYOPHARM THERAPEUTICS INC Benjamin W Loveland ,
WHDocketing@wilmerhale.com

ON BEHALF OF LIBO PHARMA CORP. Michael B Lubic michael.lubic@klgates.com, jonathan.randolph@klgates.com

ON BEHALF OF DEBTOR jim@wsrlaw.net,
jselth@yahoo.com;eduardo@wsrlaw.net;gabby@wsrlaw.net;vinnet@ecf.inforuptcy.com

ON BEHALF OF KARYOPHARM THERAPEUTICS INC George W Shuster WHDocketing@wilmerhale.com

ON BEHALF OF ESTATE OF LENA BASILE Stephen S Smyth
office@smythlo.com;r58723@notify.bestcase.com

OUST United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

ON BEHALF OF DEBTOR dan@wsrlaw.net, vinnet@ecf.inforuptcy.com;gabby@wsrlaw.net;eduardo@wsrlaw.net

ON BEHALF OF OUST Hatty K Yip hatty.yip@usdoj.gov, hatty.k.yip@usdoj.gov

2. TO BE SERVED BY UNITED STATES MAIL:

JUDGE: Hon. Ernest M. Robles, Edward R. Roybal Federal Building and Courthouse, 255
E. Temple Street, Suite 1560, Los Angeles, CA 90012

EXHIBIT “1”

Daniel Weintraub – State Bar No. 132111
James R. Selth – State Bar No. 123420
Crystle J. Lindsey – State Bar No. 281944
WEINTRAUB & SELTH, APC
11766 Wilshire Boulevard, Suite 1170
Los Angeles, CA 90025
Telephone: (310) 207-1494
Facsimile: (310) 442-0660



General Bankruptcy Counsel for
Debtor in Possession, NEUMEDICINES, INC.

CHANGES MADE BY COURT

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:

NEUMEDICINES, INC.,

Debtor.

Chapter 11

Case No.: 2:20-bk-16475-ER

**ORDER (1) APPROVING AUCTION SALE
FORMAT, BIDDING PROCEDURES, AND
BIDDING QUALIFICATION REQUIREMENTS
FOR SALE OF ALL OR SUBSTANTIALLY ALL
ASSETS OF THE DEBTOR'S ESTATE; (2)
AUTHORIZING DEBTOR TO DESIGNATE
STALKING HORSE BIDDER; (3) APPROVING
BREAK-UP FEE AND EXPENSE
REIMBURSEMENT; (4) APPROVING FORM OF
ASSET PURCHASE AGREEMENT FOR
PROSPECTIVE BUYERS TO USE; (5)
APPROVING FORM OF NOTICE TO BE
PROVIDED TO ALL CREDITORS AND
INTERESTED PARTIES; AND (6) SCHEDULING A
COURT HEARING TO CONSIDER APPROVAL
OF THE SALE TO THE HIGHEST BIDDER**

Date: October 14, 2020

Time: 11:00 a.m.

Courtroom: 1568

Upon the motion (the "Motion") [Doc. No. 43] of Neumedicines, Inc., the debtor and
debtor-in-possession in the above-captioned Chapter 11 case ("Debtor"), for entry of order

pursuant to Sections 105(a) and 363 of the United States Code §§ 101 *et seq.* (“Bankruptcy Code”)¹, Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (“FRBP”), and 6004-1(b) and 9013-1 of the Local Bankruptcy Rules (“LBR”), approving the Bid Procedures including the Breakup Fee and other proposed protections for the Potential Purchaser, and approving the template Asset Purchase Agreement (“Template APA”) [Doc. No. 55]; a hearing was held at the above referenced date, time and place; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion is in the best interests of the Debtor’s estate, its creditors, and all other parties in interest; and the Debtor having provided appropriate notice of the Motion and the opportunity for a hearing on the Motion and no other or further notice with respect to the approval of the Bid Procedures need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court; and the Court having considered the Motion, all pleadings and papers filed in connection with the Motion, including the Declaration of Timothy K. Gallaher, and the Memorandum of Points and Authorities filed in support thereof, and the arguments of counsel and evidence proffered at the hearing on the Motion; and for the reasons set forth in the Court’s tentative ruling [Doc. No. 66], which the Court adopts as its final ruling subject to the changes to certain dates and deadlines as set forth below and which is incorporated herein by reference; and after due deliberation and good and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:

a. The Bid Procedures are reasonable and appropriate under the circumstances of this chapter 11 case and serve to maximize value for the benefit of the Debtor and its estate. The Bid Procedures carefully balance the Debtor’s interests in (i) inducing buyers to commit

¹ Unless otherwise stated, all section references herein are to the Bankruptcy Code.

1 to purchase the assets, (ii) preserving the opportunity to attract higher and better offers, and
2 (iii) expediting and facilitating the sale process.

3 b. The Debtor has demonstrated a sound business justification for authorizing the
4 payment of the Breakup Fees to the Buyer in accordance with the Template APA. The Breakup
5 Fee is fair and reasonable, provides a material benefit to the Debtor's estate and creditors, will
6 likely promote more competitive bidding and enhance the ultimate purchase price, and was
7 negotiated by the Debtor and the Buyer in good faith and at arm's length.

8 c. The *Notice of Designated Stalking Horse Bidder* attached as **Exhibit 1** and the
9 *Notice of Bidding Procedures, Auction and Sale Hearing Re Debtor's Proposed Sale of Assets*
10 attached as **Exhibit 2** provide adequate notice concerning the designated Stalking Horse, the
11 proposed sale, and ~~are is~~ intended to provide due and adequate notice of the relief sought in
12 the Motion.
13

14 **IT IS HEREBY ORDERED:**

- 15 1. The relief requested in the Motion is hereby granted;
- 16 2. The Bid Procedures ~~set~~ forth in the Motion are approved in their entirety, and
17 are incorporated herein by reference, subject only to the modification of the proposed deadlines
18 set forth below;
- 19 3. The proposed auction ("Auction") and the sale hearing ("Sale Hearing") shall be
20 conducted in accordance with the provisions of this Bid Procedures Order and the Bid
21 Procedures;
- 22 4. Counsel for the Debtor is authorized to hold and conduct the Auction in
23 accordance with the Bid Procedures;
- 24 5. The Debtor shall serve this Order and the Notice of Bidding Procedures, Auction
25 and Sale Hearing re Debtor's Proposed Sale of Assets on the Office of United States Trustee,
26 all secured creditors, the Debtor's 20 largest unsecured creditors and the four (4) potential
27 bidders who have expressed interest in the Sale on or before ~~Friday~~, October 23 ~~16~~, 2020;
- 28

1 6. November 11, 2020, is the deadline for Debtor to file its Notice of Designated
2 Stalking Horse Bidder in Sale of the Debtor's Assets and serve same;

3 7. November 17, 2020, is the deadline for any prospective bidder to submit a cash
4 deposit to the Debtor in the amount of \$500,000.00 and a black-lined version of **the Template**
5 **APA template Asset Purchase Agreement** filed with the Court on October 7, 2020;

6 8. November 20, 2020, is the deadline for prospective bidders to submit a
7 confidentiality and non-disclosure agreement and proof of ability to perform as detailed in the
8 Motion **to the Debtor and the Debtor's counsel**;

9 9. The Auction shall be held on December 10, 2020 at 11:00 a.m., with the Sale
10 Hearing to immediately follow;

11 10. Notwithstanding the possible applicability of Bankruptcy Rules 6004 and 7062
12 or otherwise, the terms and conditions of this Bid Procedures Order shall be immediately
13 effective and enforceable upon its entry, the 14-day stay provisions are waived, and no
14 automatic stay of execution shall apply to this Bid Procedures Order;

15 11. The Debtor is authorized to take any and all actions necessary or appropriate to
16 implement the Bid Procedures and other provisions of this Bid Procedures Order; and

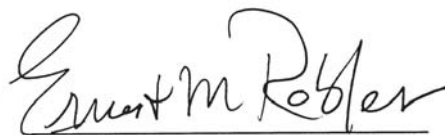
17 12. This Court shall retain jurisdiction to hear and determine all matters arising from
18 or related to the implementation of this Bid Procedures Order.

19 **IT IS SO ORDERED.**

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Date: October 15, 2020



Ernest M. Robles
United States Bankruptcy Judge

EXHIBIT 1

Daniel Weintraub – State Bar No. 132111
James R. Selth – State Bar No. 123420
Crystle J. Lindsey – State Bar No. 281944
WEINTRAUB & SELTH, APC
11766 Wilshire Boulevard, Suite 1170
Los Angeles, CA 90025
Telephone: (310) 207-1494
Facsimile: (310) 442-0660

General Bankruptcy Counsel for
Debtor in Possession, NEUMEDICINES, INC.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

| | |
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| In re: NEUMEDICINES, INC., <div style="text-align: right;">Debtor.</div> | Chapter 11 Case No.: 2:20-bk-16475-ER NOTICE OF DESIGNATED STALKING HORSE BIDDER IN SALE OF THE DEBTOR’S ASSETS Date: December 10, 2020 Time: 11:00 a.m. Courtroom: 1568 |
|--|--|

PLEASE TAKE NOTICE that Neumedicines, Inc., the debtor and debtor-in-possession in the above-captioned Chapter 11 case (“Debtor”), has designated _____ as the proposed purchaser and stalking horse bidder (“Stalking Horse Bidder”) in the sale of substantially all of its assets (“Assets”). The Court will conduct a hearing (the “Sale Hearing”) to consider the proposed sale of the Assets to the Stalking Horse or other Prospective Bidders, to be held on **December 10, 2020 at 11:00 a.m.**, before the Honorable Ernest M. Robles, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Central District of California, 255 E. Temple Street, Courtroom 1568, Los Angeles, CA 90012.

PLEASE TAKE FURTHER NOTICE that the Debtor has agreed to pay the Stalking Horse Bidder a breakup fee (“Breakup Fee”) in the amount of \$175,000, plus reimbursement of

1 actual and reasonable out-of-pocket expenses (including attorneys' fees) in an amount not to
2 exceed \$150,000, in the event that the designated Stalking Horse is not approved as the buyer
3 of the Assets (or substantially all thereof). Payment of the Breakup Fee shall be made to the
4 Stalking Horse Bidder within ten (10) days following the entry of a final, non-appealable order
5 approving the sale of the Purchased Assets to any other bidder.

6
7 Dated: _____, 2020

WEINTRAUB & SELTH, APC

8 By: /s/ Daniel J. Weintraub
9 Daniel J. Weintraub
10 James R. Selth
11 Crystle J. Lindsey
12 General Bankruptcy Counsel for
13 Chapter 11 Debtor and Debtor in Possession,
14 NEUMEDICINES, INC.
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EXHIBIT 2

Daniel Weintraub – State Bar No. 132111
James R. Selth – State Bar No. 123420
Crystle J. Lindsey – State Bar No. 281944
WEINTRAUB & SELTH, APC
11766 Wilshire Boulevard, Suite 1170
Los Angeles, CA 90025
Telephone: (310) 207-1494
Facsimile: (310) 442-0660

General Bankruptcy Counsel for
Debtor in Possession, NEUMEDICINES, INC.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:

NEUMEDICINES, INC.,

Debtor.

Chapter 11

Case No.: 2:20-bk-16475-ER

**NOTICE OF BIDDING PROCEDURES,
AUCTION AND SALE HEARING RE
DEBTOR'S PROPOSED SALE OF ASSETS**

Date: December 10, 2020

Time: 11:00 a.m.

Courtroom: 1568

PLEASE TAKE NOTICE that on September 22, 2020, Neumedicines, Inc., the debtor and debtor-in-possession in the above-captioned Chapter 11 case ("Debtor"), filed its *Motion Of For Entry of Order (1) Approving Auction Sale Format, Bidding Procedures, And Bidding Qualification Requirements For Sale Of All Or Substantially All Assets Of The Debtor's Estate; (2) Authorizing Debtor To Designate Stalking Horse Bidder And Approve Break-Up Fee And Expense Reimbursement; (3) Approving Form Of Asset Purchase Agreement For Prospective Buyers To Use; (4) Approving Form Of Notice To Be Provided To All Creditors And Interested Parties; And (5) Scheduling A Court Hearing To Consider Approval Of The Sale To The Highest Bidder* ("Motion", Dkt. No. 43). On October 14, 2020, the Court held a hearing on the Motion and entered its *Order (1) Approving Auction Sale Format, Bidding Procedures, And*

1 *Bidding Qualification Requirements For Sale Of All Or Substantially All Assets Of The*
2 *Debtor's Estate; (2) Authorizing Debtor To Designate Stalking Horse Bidder And Approve*
3 *Break-Up Fee And Expense Reimbursement; (3) Approving Form Of Asset Purchase Agreement*
4 *For Prospective Buyers To Use; (4) Approving Form Of Notice To Be Provided To All Creditors*
5 *And Interested Parties; And (5) Scheduling A Court Hearing To Consider Approval Of The Sale*
6 *To The Highest Bidder ("Bid Procedures Order", Dkt. No. __).*

7 As the title of the Motion indicates, pursuant to the Motion, the Debtor seeks, inter alia,
8 the Bankruptcy Court's approval of bidding procedures and bidding qualifications for an
9 auction sale of substantially all of its assets (the "Assets"), authority to designate a stalking
10 horse bidder (the "Stalking Horse Bidder") by no later than **November 11, 2020**, approval of a
11 break-up fee and expense reimbursement, approval of the Debtor's Template Asset Purchase
12 Agreement (which was filed with the Court on October 7, 2020 (Dkt. No. 55), approval of this
13 Notice and the scheduling an auction and the hearing to consider approval of the sale. Please
14 consult the Motion for more detail concerning any of the foregoing.

15 This Notice provides the Bid Procedures approved by the Court in the copy of the Bid
16 Procedures Order attached hereto as **Exhibit 1**. The Bid Procedures Order annexed hereto shall
17 govern the bidding process.

18 **PLEASE TAKE FURTHER NOTICE** that Debtor will file a separate *Motion to*
19 *Conduct Auction and Approve the Sale of Substantially all Assets of the Estate and Authorize*
20 *the Rejection or the Assumption and Assignment of Designated Unexpired Leases and*
21 *Executory Contracts ("Sale Motion")*, seeking approval of the actual sale of the Purchased Assets
22 free and clear of liens, claims, encumbrances and interests pursuant to Section 363, and the Sale
23 Motion shall be heard concurrently with and at the conclusion of the auction ("Auction").

24 **PLEASE TAKE FURTHER NOTICE** that the Auction and hearing on the Sale
25 Motion shall be held on **December 10, 2020 at 11:00 a.m.** before the Honorable Ernest M.
26 Robles, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Central
27 District of California, 255 E. Temple Street, Courtroom 1568, Los Angeles, CA 90012.

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1 **PLEASE TAKE FURTHER NOTICE** that any person who wishes to receive a copy
2 of the Sale Motion or the Bid Procedures Order shall make such request in writing to Weintraub
3 & Selth, APC, Suite 1170, Los Angeles, CA 90025, Attn: Daniel J. Weintraub, tel: 310-207-
4 1494, dan@wsrlaw.net.

5 Objections to the relief requested by the Sale Motion (other than in respect to the Bid
6 Procedures and other relief previously granted by the Court in the Bid Procedures Order) shall
7 be set forth in writing and shall specify with particularity the grounds for such objections or
8 other statements of position, and shall be filed with the Court by **November 26, 2020**, and shall
9 be served so as to be received by that same date and time on: (i) the Debtor; (ii) counsel for the
10 Debtor, Weintraub & Selth, APC, Suite 1170, Los Angeles, CA 90025, Attn: Daniel J.
11 Weintraub, tel: 310-207-1494, dan@wsrlaw.net; (iii) counsel for the proposed buyer and
12 Stalking Horse; and (iv) the Office of the United States Trustee.

13 The closing of the Sale and the other transactions contemplated under the APA shall
14 occur in accordance with the terms and conditions of the applicable APA.

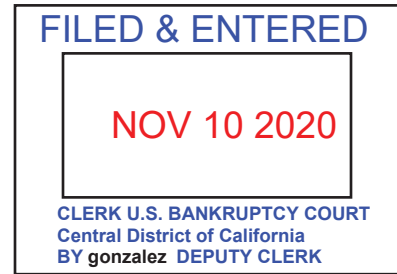
15 **PLEASE TAKE FURTHER NOTICE** that all requests for information concerning
16 the Assets and all requests for information concerning the Bid Procedures, should be directed
17 in writing to Weintraub & Selth, APC, Suite 1170, Los Angeles, CA 90025, Attn: Daniel J.
18 Weintraub, tel: 310-207-1494, dan@wsrlaw.net.

19
20 Dated: October __ 2020

WEINTRAUB & SELTH, APC

21 By: /s/ Daniel J. Weintraub
22 Daniel J. Weintraub
23 James R. Selth
24 Crystle J. Lindsey
25 General Bankruptcy Counsel for
26 Chapter 11 Debtor and Debtor in Possession,
27 NEUMEDICINES, INC.
28

EXHIBIT “2”



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: Neumedicines, Inc.,
Debtor.

Case No.: 2:20-bk-16475-ER
Chapter: 11

**ORDER EXTENDING CERTAIN
DEADLINES ESTABLISHED BY THE
BIDDING PROCEDURES ORDER**

[RELATES TO DOC. NOS. 99]

[No hearing required pursuant to Federal Rule
of Civil Procedure 78(b) and Local Bankruptcy
Rule 9013-1(j)(3)]

The Court having entered an order on November 5, 2020 [Doc. No. 99] (the "Order") providing notice that it intended to extend certain deadlines established by the Bidding Procedures Order¹ unless an interested party filed an objection by no later than November 8, 2020; and no objection having been timely filed; and good cause appearing therefor, **IT IS HEREBY ORDERED AS FOLLOWS:**

- 1) The Stalking Horse Designation Deadline is extended from November 11, 2020 to **November 30, 2020.**
- 2) The deadline for any prospective bidder to submit a cash deposit to the Debtor in the amount of \$500,000.00 and a black-lined version of the Template APA is extended from November 17, 2020 to **December 4, 2020.**

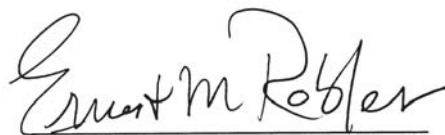
¹ Capitalized terms not defined herein have the meaning set forth in the Order.

- 3) The deadline for any prospective bidder to submit to the Debtor and Debtor's counsel a confidentiality and non-disclosure agreement and proof of ability to perform is extended from November 20, 2020 to **December 4, 2020**.
- 4) The date of the Auction and Sale Hearing (**December 10, 2020 at 11:00 a.m.**) shall remain unchanged.
- 5) No later than **November 11, 2020**, Debtor shall serve this order upon any potential bidders who have expressed interest in the sale. Service may be accomplished by any of the following methods: (a) personal service, (b) overnight mail, (c) facsimile, (d) e-mail, or (e) Notice of Electronic Filing via CM/ECF. No later than **November 13, 2020**, Debtor shall file a declaration establishing that service was completed in accordance with this paragraph.

IT IS SO ORDERED.

###

Date: November 10, 2020

A handwritten signature in black ink, appearing to read "Ernest M. Robles", written over a horizontal line.

Ernest M. Robles
United States Bankruptcy Judge

EXHIBIT “3”

Daniel J. Weintraub, SBN 132111
James R. Selth, SBN 123420
Crystle J. Lindsey, SBN 281944
WEINTRAUB & SELTH, APC
11766 Wilshire Boulevard, Suite 1170
Los Angeles, CA 90025
Telephone: (310) 207-1494
Facsimile: (310) 442-0660
Email: crystle@wsrlaw.net

General Bankruptcy Counsel for
Chapter 11 Debtor and Debtor In Possession,
NEUMEDICINES INC.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:
NEUMEDICINES INC.

Debtor and Debtor In Possession.

Case No. 2:20-bk-16475-ER

Chapter 11

**NOTICE OF DESIGNATION OF
STALKING HORSE BIDDER IN SALE OF
THE DEBTOR'S ASSETS**

Date: December 10, 2020

Time: 11:00 a.m.

Courtroom: 1568

PLEASE TAKE NOTICE that Neumedicines, Inc., the debtor and debtor-in-possession in the above-captioned Chapter 11 case ("Debtor"), has designated Karyopharm Therapeutics Inc., as the proposed purchaser and stalking horse bidder ("Stalking Horse Bidder") in the sale of

1 substantially all of its assets (“Assets”). The Court will conduct a hearing (the “Sale Hearing”) to
2 consider the proposed sale of the Assets to the Stalking Horse or other Prospective Bidders, to be
3 held December 10, 2020, or such other date and time as the Court may set on Motion of the Debtor,
4 before the Honorable Ernest M. Robles, United States Bankruptcy Judge, at the United States
5 Bankruptcy Court for the Central District of California, 255 E. Temple Street, Courtroom 1568, Los
6 Angeles, CA 90012.

7 **PLEASE TAKE FURTHER NOTICE** that the Debtor has agreed to pay the Stalking
8 Horse Bidder a breakup fee (“Breakup Fee”) in the amount of \$175,000, plus reimbursement of
9 actual and reasonable out-of-pocket expenses (including attorneys’ fees) in an amount not to exceed
10 \$150,000 (“Expense Reimbursement”), in the event that the designated Stalking Horse is not
11 approved as the buyer of the Assets (or substantially all thereof), which Breakup Fee and Expense
12 Reimbursement were approved by the Court pursuant to that certain bid procedures order, entered
13 by the Court on October 15, 2020 [Dkt. No. 67]. Payment of the Breakup Fee and Expense
14 Reimbursement shall be made to the Stalking Horse Bidder within ten (10) days following the entry
15 of a final, non-appealable order approving the sale of the Purchased Assets to any other bidder.

16
17 Dated: November 25, 2020

WEINTRAUB & SELTH, APC

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19
20 By: /s/ Daniel J. Weintraub
Daniel J. Weintraub
James R. Selth
Crystle J. Lindsey
21 *General Bankruptcy Counsel for*
22 *Chapter 11 Debtor and Debtor in*
23 *Possession, NEUMEDICINES, INC.*
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EXHIBIT “4”

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

KARYOPHARM THERAPEUTICS INC.,

as Purchaser,

and

NEUMEDICINES INC.,

as Seller

Dated as of November 24, 2020

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “Agreement”), dated as of November 24, 2020, is made and entered into by and between KARYOPHARM THERAPEUTICS INC., a Delaware corporation (“Purchaser”), and NEUMEDICINES INC., a California corporation (“Seller”). Certain capitalized terms used herein are defined in Article I.

RECITALS

WHEREAS, Seller is a biopharmaceutical company engaged in the development of HemaMax™, recombinant human interleukin 12 (rHuIL-12) (the “Business”);

WHEREAS, on July 17, 2020, Seller commenced a case (the “Chapter 11 Case”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Central District of California (the “Bankruptcy Court”);

WHEREAS, Purchaser desires to acquire certain assets of Seller identified herein, and Seller desires to sell, convey, assign, and transfer to Purchaser such assets, pursuant to the terms and conditions of this Agreement;

WHEREAS, it is intended that the Acquired Assets (defined below) will be sold and purchased pursuant to the terms of this Agreement in a sale authorized by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code; and

WHEREAS, in connection with such a sale, it is intended that the Bankruptcy Court shall approve the assumption and assignment of certain Executory Contracts (defined below) under section 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Purchaser and Seller hereby agree as follows:

ARTICLE I.

DEFINITIONS AND EFFECTIVENESS

1.1 Certain Definitions. For purposes of this Agreement, the following terms used in this Agreement shall have the respective meanings assigned to them below:

(a) “Accounts Receivable” means (i) any and all accounts receivable, trade accounts and other amounts (including overdue accounts receivable) owed to Seller relating to, or arising in connection with the operation and conduct of, the Business and any other similar rights of Seller to payment from third parties and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of services rendered, in each case owing to Seller; (ii) all other accounts or notes receivable of Seller and the full benefit of all

security for such accounts or notes receivable; and (iii) any and all claims, remedies or other rights relating to any of the foregoing, together with any interest or unpaid financing charges accrued thereon, in each case that have not been satisfied or discharged prior to the close of business on the day immediately preceding the Closing Date or have not been written off or sent to collection prior to the close of business on the day immediately preceding the Closing Date (it being understood that the receipt of a check prior to the close of business on the day immediately preceding the Closing Date shall constitute satisfaction or discharge of the applicable account or note receivable to the extent of the payment represented thereby).

(b) “Acquired Assets” means all assets of Seller other than Excluded Assets, including specifically and without limitation the assets set forth on Exhibit A hereto, provided that no Executory Contract shall be an Acquired Asset unless such Executory Contract is an Assumed Executory Contract.

(c) “Acquired Claims” means any and all asserted or unasserted claims, causes of action or demands, including, without limitation, Avoidance Actions, held by Seller other than Excluded Claims.

(d) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

(e) “Alternative Transaction” means a sale, transfer or other disposition of all or any substantial portion of the Acquired Assets to any Person or Persons other than Purchaser, in any transaction or series of transactions.

(f) “Asset Addition Deadline” means ten (10) Business Days prior to the Sale Hearing.

(g) “Asset Deletion Deadline” means five (5) Business Days prior to the Sale Hearing.

(h) “Assumed Executory Contracts” means the Executory Contracts to be assumed and assigned to Purchaser pursuant to section 365 of the Bankruptcy Code, as set forth on Exhibit B hereto (as such exhibit may be amended from time to time in accordance herewith).

(i) “Assumed Liabilities” means only those liabilities expressly set forth on Exhibit C hereto.

(j) “Auction” means any auction required by the Bankruptcy Court and as specifically set forth in the Bidding Procedures.

(k) “Avoidance Action” means any and all claims, rights and causes of action of Seller arising under the Bankruptcy Code or similar federal, state or local laws, including under chapter 5 of the Bankruptcy Code and similar state laws.

(l) “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure and any local rules of the Bankruptcy Court.

(m) “Base Cash Purchase Price” shall have the meaning set forth in Section 3.1.

(n) “Bidding Procedures” means the procedures governing the submission, evaluation and qualification of competing bids for the Acquired Assets, and any auction among qualified bidders for the purchase of the Acquired Assets, as described in the Bidding Procedures Order.

(o) “Bidding Procedures Motion” means the Motion of Debtor-in-Possession for Entry of an Order (1) Approving Auction Sale Format, Bidding Procedures, and Bidding Qualification Requirements for Sale of All or Substantially All Assets of the Debtor’s Estate; (2) Authorizing Debtor to Designate Stalking Horse Bidder; (3) Approving Break-Up Fee and Expense Reimbursement; (3) Approving Form of Asset Purchase Agreement for Prospective Bidders to Use; (4) Approving Form of Notice to Be Provided to All Creditors and Interested Parties; and (5) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder, which was filed in the Chapter 11 Case on September 22, 2020 as Docket No. 43.

(p) “Bidding Procedures Order” means an Order of the Bankruptcy Court approving the relief requested in the Bidding Procedures Motion, including, without limitation, the Bidding Procedures and the Stalking Horse Provisions.

(q) “Break-Up Fee” shall have the meaning set forth in Section 7.2.

(r) “Business Day” means any day other than a Saturday, Sunday or a legal holiday on which banking institutions in the State of California are not required to open.

(s) “Cash and Cash Equivalents” means all of Seller’s cash (including petty cash but excluding any checks that remain uncashed or uncleared prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper and government securities and other cash equivalents.

(t) “Claim” has the meaning set forth in section 101(5) of the Bankruptcy Code.

(u) “Claim Notice” shall have the meaning set forth in Section 9.6(a).

(v) “Clearance Date” means the date of receipt by Purchaser from the FDA of (whichever is earlier) (a) a Priority Review Voucher for Interleukin-12 (IL-12) (HemaMax), or (b) commercial approval in the United States or the European Union for

Interleukin-12 (IL-12) (HemaMax) in an oncology indication; provided that Purchaser shall be under no obligation to pursue either (a) or (b).

(w) “Contingent Consideration” means the Contingent Shares, the Contingent PRV Payment, and the Contingent Royalty, as applicable.

(x) “Contingent PRV Payment” has the meaning set forth in the Royalty Agreement.

(y) “Contingent Royalty” means the royalty amount payable pursuant to the Royalty Agreement.

(z) “Contingent Shares” means Seventy-Five Thousand (75,000) unregistered shares of common stock of Purchaser, to be issued only upon the occurrence of the Clearance Date; provided that (i) such number of shares of common stock of Purchaser shall be adjusted for any subdivision or combination of the common stock of Purchaser that occurs after the Effective Date, (ii) upon any reorganization, recapitalization, reclassification, consolidation or merger that occurs after the Effective Date in which the common stock of Purchaser is converted into or exchanged for securities, cash or other property, such number of shares of common stock of Purchaser shall be converted into the kind and amount of securities, cash or other property which a holder of the number of shares of common stock of Purchaser would have been entitled to receive pursuant to such transaction and (iii) if Purchaser shall declare or make any Distribution at any time after the Effective Date, then, in each such case, Seller shall be entitled to participate in such Distribution to the same extent that Seller would have participated therein if Seller had held the Contingent Shares immediately before the date on which a record is taken for such Distribution.

(aa) “Contract” means any written or oral contract, lease, purchase order, service order, sales order, or instrument or other agreement, arrangement or commitment that is binding upon a Person or its property, and any amendments, modifications or supplements thereto.

(bb) “Copyright” means all copyrights and works of authorship, including copyrights in software and in the content contained on any Web site, artwork (including editable jpeg images), packaging material, patient information leaflets, promotional material, advertising material, and those which are registered, applied for registration or used, whether registrable or not, by Seller, and rights to sue for past infringement thereof.

(cc) “Cure Costs” means, for any Assumed Executory Contract, the amount required to be paid under section 365 of the Bankruptcy Code to effectuate the assumption and assignment of such Assumed Executory Contract by Seller to Purchaser (giving effect to any mutual agreement with the contract counterparty to such Assumed Executory Contract).

(dd) “Deposit” means the good-faith deposit as set forth in Section 3.4 of this Agreement.

(ee) “Direct Claim” shall have the meaning set forth in Section 9.6.

(ff) “Disclosure Schedules” means the disclosure schedules attached hereto as Exhibit I, delivered by Seller to Purchaser concurrently with the execution and delivery of this Agreement.

(gg) “Distribution” means any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of common stock of Purchaser, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property, options, evidence of indebtedness or any other assets by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction).

(hh) “Documents” means all of Seller’s written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to, used in, or held for use in connection with the Program or any of the Acquired Assets, in each case whether or not in electronic form.

(ii) “Encumbrance” means any lien, interest, encumbrance, Claim, right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interest, title defect, hypothecation, easement, right of way, restrictive covenant, condition, restriction, encroachment, rights of first refusal, preemptive right, judgment, conditional sale or other title retention agreements and other imposition, imperfection or defect of title or restriction on transfer or use of any nature whatsoever, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

(jj) “Environmental Law” means any applicable Law, regulation, order, decree or permit requirement of any governmental jurisdiction relating to: (a) the protection, investigation or restoration of the environment, human health and safety, or natural resources, (b) the handling, use, storage, treatment, transport, disposal, release or threatened release of any Hazardous Substance or (c) noise, odor or wetlands protection.

(kk) “Excluded Assets” means those assets and properties of Seller that are set forth on Exhibit D hereto.

(ll) “Excluded Claims” means (1) only in the event that the conditions to Closing set forth in Section 8.1(e) and (f) are not satisfied and Purchaser elects in its sole discretion to waive such conditions, any and all causes of action arising under or related to claims and defenses of the Debtor concerning any action which could be brought by or

against Libo Pharms Corp., of any of its affiliates, parent or subsidiary entities, (2) claims of any type which could be brought under Seller's Directors and Officers or Errors and Omissions insurance policies (except for any causes of action or claims against employees of Seller hired by Purchaser), (3) Avoidance Actions alleging claims against any insider of the Debtor (except for any causes of action or claims against employees of Seller hired by Purchaser or against counterparties of Seller with which Purchaser transacts or intends to transact business related to the Purchased Assets following the Closing), and (4) any other claims and defenses against any Third Party (or against Seller's shareholders to the extent not Third Parties), including claims and defenses seeking equitable subordination or other remedies under applicable state and federal law, including but not limited to Bankruptcy Code Section 510, but only to the extent that such claims or defenses seek to disallow or subordinate in whole or in part any claim against or interest in Seller arising prior to the commencement of the Chapter 11 Case and not to the extent such claims or defenses seek affirmative recoveries.

(mm) "Excluded Liabilities" means any and all Encumbrances or Liabilities of Seller, except for the Assumed Liabilities, whether actual or contingent, accrued or unaccrued, matured or unmatured, liquidated or unliquidated, or known or unknown.

(nn) "Executory Contracts" means all executory contracts (including licenses) and unexpired leases in effect as of the date hereof to which Seller is a party.

(oo) "Expense Reimbursement" shall have the meaning set forth in Section 7.2.

(pp) "FDA" means the United States Food and Drug Administration.

(qq) "Final Order" means an Order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the Clerk of the Bankruptcy Court or such other court on the docket in Seller's Chapter 11 Case or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari* or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of *certiorari*, new trial, reargument or rehearing thereof has been sought, such Order or judgment of the Bankruptcy Court or other court of competent jurisdiction shall have been affirmed by the highest court to which such Order was appealed, or *certiorari* shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such Order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing shall have expired, as a result of which such Order shall have become final in accordance with Rule 8002 of the Bankruptcy Rules; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such Order, shall not cause such Order not to be a Final Order.

(rr) "Final Sale Notice" means a notice distributed regarding the transactions contemplated by this Agreement and the Sale Order.

(ss) “GAAP” means United States generally accepted accounting principles.

(tt) “Governmental Authority” means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state, provincial or local, or any ministry agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) or any judicial, quasi-judicial or administrative body, or any regulatory body of applicable jurisdiction.

(uu) “Hazardous Substance” means: (a) any substance that is regulated or which falls within the definition of a “hazardous substance,” “hazardous waste” or “hazardous material” pursuant to any Environmental Law or (b) any petroleum product or by-product, asbestos-containing material, polychlorinated biphenyls, radioactive materials or radon.

(vv) “Initial Shares” means One Hundred Fifty Thousand (150,000) unregistered shares of common stock of Purchaser; provided that (i) such number of shares of common stock of Purchaser shall be adjusted for any subdivision or combination of the common stock of Purchaser that occurs after the Effective Date, (ii) upon any reorganization, recapitalization, reclassification, consolidation or merger that occurs after the Effective Date in which the common stock of Purchaser is converted into or exchanged for securities, cash or other property, such number of shares of common stock of Purchaser shall be converted into the kind and amount of securities, cash or other property which a holder of the number of shares of common stock of Purchaser would have been entitled to receive pursuant to such transaction and (iii) if Purchaser shall declare or make any Distribution at any time after the Effective Date, then, in each such case, Seller shall be entitled to participate in such Distribution to the same extent that Seller would have participated therein if Seller had held the Initial Shares immediately before the date on which a record is taken for such Distribution.

(ww) “Initial Notice of Proposed Assumed Executory Contracts” means a notice filed by Seller with the Bankruptcy Court identifying the Executory Contracts Purchaser intends, as of the date of such notice, to assume as of the Closing Date.

(xx) “Intellectual Property” means all of the following anywhere in the world and all legal rights, title or interest in the following arising under Law: (i) all Patents and applications for Patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part, including any future applications or filings of the foregoing; (ii) all Copyrights, Copyright registrations and Copyright applications, copyrightable works and all other corresponding rights; (iii) all mask works, mask work registrations and mask work applications and all other corresponding rights; (iv) all advertising material, trade dress and trade names, logos, Internet addresses and domain names, Trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill associated with any of the foregoing; (v) all inventions (whether patentable or unpatentable and whether or not reduced to practice), know how,

technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, clinical trial data and information, safety data and pharmacovigilance data, financial, marketing and business data, pricing and cost information, business and marketing plans, advertising and promotional materials, customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind; (vi) all computer software (including source and object code), firmware, development tools, algorithms, files, records, technical drawings and related documentation, data and manuals; (vii) all databases and data collections; (viii) all licenses and permits to the extent transferable; (ix) all rights pertaining to the foregoing, including those arising under international treaties and convention rights, (x) all rights and powers to assert, defend and recover title to any of the foregoing, (xi) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to any of the foregoing, (xii) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of all of the foregoing (including with respect to past, present or future infringement or violation thereof), (xiii) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing, and (xiv) all other intellectual property rights irrespective of not being registered or applied for registration.

(yy) “Laws” (and each, a “Law”) means all federal, state, provincial, local or foreign laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, Orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued, promulgated, enforced or entered by, any and all Governmental Authorities, or court of competent jurisdiction, or other legal requirement or rule of law, including common law.

(zz) “Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Authority.

(aaa) “Liability” means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever of such Person, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, including all costs and expenses relating thereto.

(bbb) “Libo” means LihPao Life Science Corporation and/or Libo Pharma Corp.

(ccc) “Libo Existing License Agreement” means that certain Exclusive License and Technology Transfer Agreement dated as of June 1, 2017, by and between Seller and Libo, as the same may have been and may be amended, modified or supplemented from

time to time, provided that no reference to the Libo Existing License Agreement herein shall be or be deemed to be any agreement or acknowledgement that the Libo Existing License Agreement is in effect and has not been terminated as of the date hereof or any waiver of any right with respect to any termination thereof.

(ddd) “Libo New License Agreement” shall mean a license agreement between Purchaser, as licensor, and Libo, as licensee, on the terms and subject to the conditions set forth in Exhibit H hereto, and such other terms as Purchaser and Libo may agree, or on such other terms and subject to such other conditions as Purchase and Libo may agree.

(eee) “Losses” shall have the meaning set forth in Section 9.5(a).

(fff) “Material Adverse Effect” means any effect occurring following the execution of this Agreement that is materially adverse to the Acquired Assets; provided, however, that no effect (by itself or when aggregated or taken together with any and all other effects) directly or indirectly resulting from, arising out of, attributable to, or related to any of the following shall be deemed to be or constitute a “Material Adverse Effect,” and no effect (by itself or when aggregated or taken together with any and all other such effects) directly or indirectly resulting from, arising out of, attributable to, or related to any of the following shall be taken into account when determining whether a “Material Adverse Effect” has occurred or may, would or could occur: (a) general economic conditions (or changes in such conditions) in the United States or any other country or region in the world, or conditions in the global economy generally; (b) conditions (or changes in such conditions) in the securities markets, credit markets, currency markets or other financial markets in the United States or any other country or region in the world, including (i) changes in interest rates in the United States or any other country or region in the world and changes in exchange rates for the currencies of any countries and (ii) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world; (c) conditions (or changes in such conditions) in the industries in which Seller conducts business; (d) political conditions (or changes in such conditions) in the United States or any other country or region in the world or acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism) in the United States or any other country or region in the world; (e) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions and other force majeure events in the United States or any other country or region in the world; (f) changes in Law or accounting rules, (g) the taking of any action contemplated by this Agreement or any Transaction Document or taken with the consent of the other party, (h) the continuation of the Chapter 11 Case or any action approved by the Bankruptcy Court in the Chapter 11 Case; (i) any effects or changes as a result of the announcement or pendency of this Agreement, (j) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code, (k) the sale, transfer or assignment of any Excluded Assets to any third parties by Seller or any of its Affiliates after the Asset Addition Deadline, (l) any effects or changes arising from or related to the breach of the Agreement by Purchaser, (m) any failure by Seller to meet internal or published projections, estimates or forecasts of revenues, earnings or other measures of financial or operating

performance by any period (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded by this clause (m), (n) any items set forth in the Disclosure Schedules, or (o) any matter of which Purchaser has actual knowledge on the date hereof through information provided to Purchaser by Seller prior to the date hereof, except in the case of the foregoing clauses (a) through (f), to the extent such effect or change is (or would reasonably be expected to be) disproportionately adverse with respect to the Acquired Assets taken as a whole compared to other Persons in the industry in which Seller conducts the Business, but, in such case, only the incremental disproportionate impact of such effects, changes, conditions, circumstances, developments or events shall be taken into account in determining whether a “Material Adverse Effect” has occurred).

(ggg) “Order” means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary or permanent).

(hhh) “Patents” means all patents and industrial designs, including any continuations, divisionals, continuations-in-part, renewals, reissues and applications for any of the foregoing, and rights to pursue future applications and filings for any of the foregoing and to rights to sue for past infringement thereof.

(iii) “Permits” means all licenses, permits (including environmental, construction and operation permits), provider numbers, franchises, certificates, approvals, consents, waivers, clearances, exemptions, classifications, registrations, orders and other similar documents and authorizations issued by any Governmental Authority and/or any self-regulatory body or organization to or for the benefit of Seller and used, or held for use, in connection with the Program or applicable to ownership of the Acquired Assets or assumption of the Assumed Liabilities.

(jjj) “Permitted Encumbrance” means: (a) liens for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings; (b) mechanic’s, workmen’s, repairmen’s, warehousemen’s, carrier’s or other similar liens, including all statutory liens, arising or incurred in the ordinary course of business; (c) with respect to leased or licensed personal property, the terms and conditions of the lease, license, sublease or other occupancy agreement applicable thereto, but only to the extent such lease, license, sublease or other occupancy agreement is an Assumed Executory Contract; (d) Encumbrances arising out of, under or in connection with this Agreement or any Transaction Document; and (e) Encumbrances created by or through, or resulting from, any facts or circumstances relating to Purchaser or its Affiliates.

(kkk) “Person” means an individual, corporation, partnership, limited liability company, unlimited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Authority or other entity or group.

(lll) “Petition Date” means the date Seller commenced its Chapter 11 Case under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

(mmm) “Priority Review Voucher” means any priority review voucher issued by the U.S. Food and Drug Administration in connection with approval of any product arising solely from the Program.

(nnn) “Program” means Seller’s development program for Interleukin-12 (IL-12) (trade name HemaMaxTM).

(ooo) “Regulatory Approvals” means any consents, waivers, approvals, Orders, Permits or authorizations of any Governmental Authority required in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder.

(ppp) “Representatives” means, with respect to any Person, such Person’s directors, managers, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives.

(qqq) “Required Seller Information” means, collectively, information of Seller or recipients of Shares that Purchaser may reasonably request in connection with Purchaser’s reporting obligations related to this Agreement, including for the avoidance of doubt Section 7.7(b).

(rrr) “Sale” means the transactions contemplated by this Agreement whereby Purchaser purchases the Acquired Assets free and clear of all Encumbrances in accordance with section 363 of the Bankruptcy Code.

(sss) “Sale Hearing” means the hearing before the Bankruptcy Court to approve this Agreement and seeking entry of the Sale Order.

(ttt) “Sale Motion” means a motion filed by Seller, satisfactory in form and substance to Purchaser in its sole discretion, seeking entry of the Sale Order.

(uuu) “Sale Order” means an Order of the Bankruptcy Court, satisfactory in form and substance to Purchaser, (a) approving this Agreement and the transactions contemplated herein, including, without limitation, the sale of the Acquired Assets free and clear of all Encumbrances (including without limitation by specific reference to all filed security interests), and the assumption and assignment of all Assumed Executory Contracts, to Purchaser, and (b) including, without limitation, a finding that Purchaser has acted in good faith and is entitled to the protections of section 363(m) of the Bankruptcy Code.

(vvv) “SEC” means the United States Securities and Exchange Commission.

(www) “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(xxx) “Seller Material Contracts” means (a) any agreement or contract pursuant to which Seller spent, in the aggregate, more than \$25,000 with respect to any such agreement or contract during the nine month period ended June 30, 2020, and (b) any

non-competition or other agreement that prohibits or otherwise restricts, in any material respect, Seller from freely engaging in any business material to Seller anywhere in the world.

(yyy) “Seller Owned Intellectual Property” means any Intellectual Property owned by Seller that is material to the Acquired Assets.

(zzz) “Shares” means the Initial Shares and Contingent Shares.

(aaaa) “Stalking Horse Provisions” means the provisions described in Section 7.2 of this Agreement.

(bbbb) “Subsidiary” means, with respect to any Person, (a) any other Person that directly, or indirectly through one or more intermediaries, is controlled by such Person; or (b) any other Person where a majority of its equity interests are held, directly, or indirectly through one or more intermediaries, by such Person. For purposes of this definition, “control” (including, with correlative meaning, the terms “controlling” and “controlled”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

(cccc) “Supplemental Notice of Proposed Assumed Executory Contracts” means a notice filed by Seller with the Bankruptcy Court identifying the Executory Contracts Purchaser intends, as of the date of such notice, to assume as of the Closing Date and that were not listed on the Initial Notice of Proposed Assumed Executory Contracts.

(dddd) “Tax” and “Taxes” mean any and all taxes, charges, fees, tariffs, duties, impositions, levies or other assessments, imposed by any Laws or Governmental Authority, and including any interest, penalties or additional amounts attributable to, imposed upon, or with respect thereto.

(eeee) “Tax Return” means any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) supplied or required to be supplied to any Governmental Authority with respect to Taxes, including attachments thereto and amendments thereof.

(ffff) “Third Party” means any Person that is not a party hereto or an Affiliate of a party hereto.

(gggg) “Trademarks” means trademarks, trade names, service marks, designs, logos, brand names, emblems, signs or insignia, slogans, Internet addresses and domain names, other similar designations of source or origin and general intangibles of like nature, together with the registrations and applications for registrations pertaining to any of the foregoing, any derivations of any of the foregoing, all goodwill associated therewith, and rights to sue for past infringement thereof.

(hhhh) “Transaction Documents” means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Royalty Agreement, and any and all other instruments required to effectuate the transactions contemplated by this Agreement.

(iiii) “Transfer” means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any of the Shares.

ARTICLE II.

ACQUISITION AND TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Transfer of Assets. Subject to approval of the Bankruptcy Court, and upon the terms and subject to the conditions and provisions contained herein, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall acquire and accept from Seller, all of Seller’s right, title, and interest in the Acquired Assets, free and clear of all Encumbrances. Notwithstanding anything to the contrary contained in this Agreement, Purchaser may, by notice to Seller, at any time on or before the Asset Deletion Deadline, in its sole discretion, alter or amend Exhibit A, Exhibit B, and/or Exhibit D, as applicable, to this Agreement by removing an Acquired Asset (including any Assumed Executory Contract) and by adding any Excluded Asset.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets shall not include, and Seller shall retain, all of its rights, title and interest in and to, and shall not sell, convey, transfer, assign or deliver to Purchaser, any of the Excluded Assets.

2.3 Assumed Liabilities. At the Closing, Purchaser shall assume and have sole responsibility for the Assumed Liabilities.

2.4 Excluded Liabilities. For the avoidance of doubt, notwithstanding any other terms, provisions and conditions of this Agreement, Purchaser shall not assume, or otherwise be responsible or liable for, the Excluded Liabilities.

2.5 Assumed Executory Contracts. To the maximum extent permitted by the Bankruptcy Code, each Assumed Executory Contract shall be assumed and assigned to Purchaser pursuant to section 365 of the Bankruptcy Code as of the later of: (a) for any Assumed Executory Contract listed on the Initial Notice of Proposed Assumed Executory Contracts, (1) if no objection is filed by the date specified in such Initial Notice of Proposed Assumed Executory Contracts, the Closing Date, or (2) if an objection is filed by the date specified in the Initial Notice of Proposed Assumed Executory Contracts, the Closing Date or, if later, the date such assumption and assignment is approved by an Order of the Bankruptcy Court, and (b) for any Assumed Executory Contract listed on a Supplemental Notice of Proposed Assumed Executory Contracts, (1) if no objection is filed by the date specified in such Supplemental Notice of Proposed Assumed Executory Contracts, the Closing Date or, if later, the date specified in such Supplemental Notice of Proposed Assumed Executory Contracts, or (2) if an objection is filed by the date specified in such Supplemental Notice of Proposed Assumed Executory Contracts, the

Closing Date or, if later, the date such assumption and assignment is approved by an Order of the Bankruptcy Court.

(a) Without limiting the foregoing, on or before the Asset Deletion Deadline, Purchaser may, at any time and for any reason, in its sole discretion, elect to remove any Executory Contract from Exhibit B, in which case such Executory Contract shall not be an Assumed Executory Contract, and, at the request of Purchaser on or prior to the Closing Date, Seller shall reject such Executory Contract as soon as practicable following the Closing Date, with any rejection damages claim being the sole responsibility and liability of Seller. On or before the Asset Addition Deadline, Purchaser may, at any time and for any reason, in its sole discretion, elect to add to Exhibit B any Executory Contract not previously listed thereon, and such Executory Contract shall be an Assumed Executory Contract.

(b) Purchaser shall be responsible and liable for, and shall pay at the time of assumption and assignment, all Cure Costs, provided that nothing herein shall require Purchaser to consummate the transactions contemplated herein if any Cure Costs are asserted in amounts in excess of those Cure Costs proposed by Purchaser.

(c) Seller shall provide Purchaser with no less than five (5) Business Days' prior written notice of the filing of any motion to reject any Executory Contract not designated as an Assumed Executory Contract on Exhibit B as of the date of this Agreement, and any such notice must occur within at least five (5) Business Days prior to the Asset Addition Deadline.

2.6 Liens Attach to Sale Proceeds. Any liens on the Acquired Assets existing as of the Closing Date will be paid in full on the Closing Date or attach to the proceeds from the sale of the Acquired Assets according to such liens' relative priorities. For the avoidance of doubt, upon consummation of the Sale to Purchaser, the Acquired Assets will be free and clear of all Encumbrances pursuant to section 363(f) of the Bankruptcy Code.

ARTICLE III.

CONSIDERATION

3.1 Consideration. The consideration for the Acquired Assets shall be (i) the sum of (A) Six Million Dollars (\$6,000,000) in immediately available funds at the Closing (the "Base Cash Purchase Price"), *plus* (B) the Initial Shares delivered to Seller at the Closing, *plus* (C) the Contingent Shares delivered to Seller or its written designee within three (3) Business Days after the Clearance Date, (ii) Purchaser's payment of all amounts due pursuant to the Contingent Royalty, (iii) Purchaser's payment of all amounts due pursuant to the Contingent PRV Payment; and (iv) Purchaser's assumption of the Assumed Liabilities (such consideration set forth in clauses (i), (ii), and (iii) being referred to herein as the "Purchase Price").

3.2 Payment of Purchase Price at or Following Closing. The Purchase Price shall be satisfied at or following the Closing as required hereby and under the Royalty Agreement, as

applicable, subject to the terms and conditions contained in this Article III and Article IV and the Royalty Agreement, as applicable.

3.3 Assumed Liabilities. Purchaser shall assume the Assumed Liabilities at the Closing pursuant to the assignment and assumption agreement substantially in the form attached hereto as Exhibit F (the “Assignment and Assumption Agreement”).

3.4 Deposit. Purchaser shall provide Fifty Thousand Dollars (\$50,000) to Seller or its designated agent as a Deposit upon execution of this Agreement, which Deposit shall be non-refundable to Purchaser except as set forth below. Within three (3) Business Days following execution of this Agreement, Purchaser shall increase the Deposit by an additional amount of Four Hundred Fifty Thousand Dollars (\$450,000). If the Closing occurs, the Deposit shall be applied against the Base Cash Purchase Price at the Closing. If the Closing does not occur, then the Deposit shall be disbursed as follows: (i) in the event of a termination of this Agreement by Seller pursuant to Section 4.6(k), Seller shall be entitled to retain the Deposit as liquidated damages; or (ii) in the event of a termination of this Agreement for any reason other than by Seller pursuant to Section 4.6(k), \$450,000 of the Deposit shall be returned to Purchaser within five (5) Business Days following such termination. For the avoidance of doubt, the \$50,000 portion of the Deposit shall be retained by Seller without regard to whether and on what basis this Agreement is terminated unless Seller sells all or any portion of the Acquired Assets to a buyer other than Purchaser, in which case such \$50,000 portion of the Deposit shall be refunded to Purchaser upon the closing of such other sale.

3.5 Allocation of Consideration. Within thirty (30) calendar days after the Closing Date, each party shall deliver to the other party its allocation of the Purchase Price among the Acquired Assets. The parties shall reasonably cooperate with one another to develop a consistent manner of reporting the allocation of the Purchase Price, as adjusted, for purposes of section 1060 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder and the preparation and filing of all Tax Returns (including IRS form 8594).

ARTICLE IV.

CLOSING AND TERMINATION

4.1 Closing. Provided that the conditions to closing set forth herein have been satisfied or, if waivable, have been waived in accordance herewith, the closing of the transactions contemplated herein (the “Closing”) shall be held via e-mail or such other place as agreed to between Purchaser and Seller, within three (3) calendar days following the first day that all such conditions have been satisfied or, if waivable, waived, on a Business Day mutually agreeable to Purchaser and Seller. The date on which the Closing occurs in accordance with the previous sentence is referred to as the “Closing Date.” Unless otherwise agreed by the parties in writing, the Closing shall be deemed effective and all right, title, and interest of Seller in the Acquired Assets to be acquired by Purchaser hereunder shall be considered to have passed to Purchaser and the assumption of all of the Assumed Liabilities shall be considered to have occurred as of 12:01 a.m. Pacific Time on the Closing Date.

4.2 Conveyances at Closing. At the Closing, Seller and Purchaser shall take the following actions:

- (a) Purchaser shall pay to Seller, by wire transfer in immediately available funds, the Base Cash Purchase Price (i) minus the Deposit, and (ii) plus or minus any adjustments required by Section 4.5;
- (b) Purchaser shall deliver to Seller the Initial Shares;
- (c) Seller shall deliver to Purchaser possession of the Acquired Assets;
- (d) Seller shall execute and deliver to Purchaser a duly executed bill of sale with respect to the Acquired Assets, substantially in the form attached hereto as Exhibit E (the "Bill of Sale");
- (e) Seller shall provide to Purchaser all such other duly executed instruments as Purchaser may reasonably require to effectuate the transfer, assignment and conveyance of the Acquired Assets; and
- (f) Seller and Purchaser shall execute and deliver to one another the Assignment and Assumption Agreement with respect to the Assumed Liabilities.

4.3 Additional Deliveries. After the Closing Date, (a) Purchaser shall deliver to Seller the Contingent Shares, to the extent required hereunder, and (ii) the Contingent Royalty payments and the Contingent PRV Payment, to the extent required under the Royalty Agreement, and (b) Seller shall deliver to Purchaser such instruments and documents, and shall take such other actions, as shall be reasonably requested by Purchaser to vest in Purchaser all of Seller's right, title and interest in and to the Acquired Assets and otherwise to effectuate the transactions described herein.

4.4 Transaction Expenses. Except as expressly provided herein in respect of the Expense Reimbursement (to the extent due and owing), each party shall bear its own costs and expenses, including attorney, accountant and other consultant fees, in connection with the execution and negotiation of this Agreement and the Transaction Documents and the consummation of the transactions contemplated by this Agreement.

4.5 Prorations and Cure Costs. To the extent there are obligations in respect of the Acquired Assets that arose during or relate to the period up to and including the Closing Date ("Pre-Closing Obligations") and obligations that arose during or relate to the period following the Closing Date ("Post-Closing Obligations"), including any and all real or personal property tax obligations, Purchaser and Seller shall allocate such obligations between themselves on a ratable basis that fairly reflects the portions (up to 100%) of such obligations that are Pre-Closing Obligations and that shall be paid by Seller, and the portions (up to 100%) of such obligations that are Post-Closing Obligations and that shall be paid by Purchaser. To the extent that any net amount is owing to Purchaser or Seller, as the case may be under this Section 4.5 as of the

Closing, the Base Cash Purchase Price shall be decreased or increased, as the case may be, to the extent such prorations are identified as of the Closing, and to the extent such prorations cannot or are not identified until after the Closing, then any net amount owing to Seller or Purchaser shall be paid by the party owing such amount. Any net amount owing to Purchaser under this Section 4.5, shall be an administrative expense of Seller's bankruptcy estate under section 503(b) and section 507(a)(2) of the Bankruptcy Code.

4.6 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by the mutual written consent of Seller and Purchaser;
- (b) by Purchaser, if Seller has not filed the Sale Motion with the Bankruptcy Court by November 24, 2020, seeking entry of the Sale Order by December 14, 2020.
- (c) by Purchaser, if the Closing shall not have been consummated prior to December 31, 2020 (the "Outside Date"); provided, that if the Closing shall not have occurred on or before the Outside Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Seller, then Purchaser (if Purchaser is in breach) or Seller (if Seller is in breach), respectively, may not terminate this Agreement pursuant to this Section 4.6(c);
- (d) by Purchaser if no Auction has been held on or before December 31, 2020;
- (e) by either Purchaser or Seller, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or there shall be in effect a final non-appealable order of a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the parties hereto shall promptly appeal any such adverse determination which is appealable (and pursue such appeal with reasonable diligence);
- (f) by Purchaser, if the Chapter 11 Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or if a chapter 11 trustee or examiner with expanded powers is appointed;
- (g) by Purchaser, if the Bankruptcy Court enters an order granting stay relief with respect to any material portion of the Acquired Assets;
- (h) by Purchaser, if there occurs a Material Adverse Effect;
- (i) by Purchaser, if (i) the Sale Order, which Sale Order shall authorize the sale of the Acquired Assets free and clear of all Encumbrances (including without limitation by specific reference to all filed security interests) and otherwise be in form and substance acceptable to Purchaser in its sole discretion, shall not have been entered by the Bankruptcy Court by the close of business on December 31, 2020, (ii) the Sale Order has been appealed, withdrawn, revoked, rescinded, or (iii) if the Bidding Procedures Order or Sale Order is stayed, reversed, vacated, modified or amended

(except as modified or amended in any material respect without the prior written consent of Purchaser, which consent may be withheld in its sole discretion for material modifications and amendments);

(j) by Purchaser, if Seller terminates the bidding process contemplated by the Bidding Procedures or the Auction without the consent of Purchaser, which consent may be withheld in its sole discretion;

(k) by Seller, if Purchaser fails to satisfy any of its material obligations at Closing;

(l) by Purchaser, if Purchaser is not named by Seller as the winning bidder at the conclusion of an Auction;

(m) by Purchaser, if Seller is in breach of any of its material obligations hereunder and, to the extent such breach is reasonably capable of cure within such period, such breach has not been cured by Seller within three (3) Business Days after written notification by Purchaser; or

(n) by Purchaser or Seller, upon entry into an agreement to consummate or the consummation of, an Alternative Transaction, provided, however, that upon a termination pursuant to this Section 4.6(n), Seller shall perform its obligations under Section 4.8 and Section 7.2.

4.7 Procedure Upon Termination. In the event of a termination of this Agreement by Purchaser or Seller, or both in accordance with Section 4.6, (a) written notice thereof shall be given promptly by the terminating party to the other party hereto, specifying the provision hereof pursuant to which such termination is made, (b) subject to either party's ability to enforce any provisions of this Agreement surviving termination, this Agreement shall thereupon terminate and become void and of no further force and effect, and (c) the consummation of the transactions contemplated by this Agreement shall be abandoned without further action of the parties hereto. If this Agreement is terminated as provided herein, each party shall return all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

4.8 Effect of Termination. In the event that this Agreement is validly terminated pursuant to a right of termination as provided herein, each of the parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without Liability to Purchaser or Seller except as otherwise expressly provided herein; provided, however, that Section 4.6, Section 4.7 and this Section 4.8 shall survive any such termination and shall be enforceable hereunder. In no event shall any termination of this Agreement relieve any party hereto of any Liability for any willful breach of this Agreement by such party. Upon termination of this Agreement, (a) the Deposit shall be delivered to any applicable party as provided in Section 3.4 and (b) in the event the consummation of an Alternative Transaction Purchaser shall be entitled to the Stalking Horse Provisions to the extent set forth in Section 7.2.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that the statements contained in this Article V are true and correct as of the date of this Agreement.

5.1 Organization and Power. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of California. Seller has all requisite corporate power and authority to own the Acquired Assets.

5.2 Corporate Authorization. Subject to entry of the Sale Order, Seller has full corporate power and authority to execute and deliver any and all Transaction Documents and to perform the obligations thereunder. Subject to entry of the Sale Order, the execution, delivery and performance of Seller of the Transaction Documents have been duly and validly authorized and no additional corporate authorization or consent is required in connection therewith.

5.3 Binding Effect. Subject to entry of the Sale Order, this Agreement has been duly executed and delivered by Seller. This Agreement, when executed and delivered by Purchaser, and the other Transaction Documents when executed and delivered, will, upon the entry of the Sale Order, constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

5.4 Ownership of Acquired Assets. Except as set forth on Schedule 5.4, Seller owns (or, in the case of Intellectual Property licensed by Seller from the University of Southern California under the license agreement identified on Exhibit B hereto, has license rights to) all Acquired Assets and, subject to entry of the Sale Order, has the right to transfer all of its right, title, and interest in the Acquired Assets to Purchaser, in each case, effective at Closing and free and clear of any Encumbrances other than Permitted Encumbrances.

5.5 Securities Solicitation. Neither Seller, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Shares.

5.6 Taxes. Except for matters that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect:

(a) There are no liens for Taxes on any of the assets or properties of Seller.

(b) Seller has not entered into any “listed transaction” within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

5.7 Intellectual Property.

(a) Seller owns, licenses, sublicenses or otherwise possesses legally enforceable rights to use all Intellectual Property held by Seller for use in the conduct of the Program as currently conducted (in each case excluding generally commercially

available, off-the-shelf software programs), the absence of which, individually or in the aggregate, is reasonably likely to have a Material Adverse Effect.

(b) All issued Patents and registrations for Trademarks and Copyrights included in the Seller Owned Intellectual Property are subsisting and have not expired or been cancelled.

(c) The conduct of the Program as currently conducted does not infringe, violate or constitute a misappropriation of any Intellectual Property of any Third Party, except for such infringements, violations and misappropriations that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect. Seller has not received any written claim or notice from any Person (i) alleging any such infringement, violation or misappropriation or (ii) advising that such Person is challenging or threatening to challenge the ownership, use, validity or enforceability of any Seller Owned Intellectual Property, except, in each case in clauses (i) and (ii), for any such infringement, violation, misappropriation or challenge that is not reasonably likely to have a Material Adverse Effect.

(d) Seller has implemented commercially reasonable measures to maintain the confidentiality of the Seller Owned Intellectual Property of a nature that Seller intends to keep confidential.

(e) No third party is infringing, violating or misappropriating any of the Seller Owned Intellectual Property, except for infringements, violations or misappropriations that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect.

5.8 Contracts.

(a) Seller has made available to Purchaser a copy of each Seller Material Contract to which Seller is a party as of the date of this Agreement.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, to the knowledge of Seller, each Assumed Executory Contract is a valid, binding and enforceable obligation of Seller and of each other party thereto, and is in full force and effect.

5.9 Litigation. As of the date of this Agreement, except as set forth on Schedule 5.9, there is no action, suit, proceeding, claim, arbitration or investigation pending and of which Seller has been notified or threatened against Seller, in each case that, individually or in the aggregate, is reasonably likely to have a Material Adverse Effect. As of the date of this Agreement, there are no judgments, orders or decrees outstanding against Seller that, individually or in the aggregate, are reasonably likely to have a Material Adverse Effect.

5.10 Environmental Matters.

(a) Except for matters that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect: (i) Seller is not in violation of any

Environmental Law; and (ii) Seller has all permits, licenses and other authorizations required under any Environmental Law and Seller is in compliance with such permits, licenses and other authorizations.

(b) The only representations and warranties of Seller in this Agreement as to any environmental matters or any other obligation or liability with respect to Hazardous Substances or materials of environmental concern are those contained in this Section 5.10.

5.11 Compliance with Laws.

(a) Seller is in compliance with, and is not in violation of, any applicable statute, law or regulation with respect to the Program, or the ownership or operation of its properties or assets, except for failures to comply or violations that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect.

(b) Neither Seller nor, any of its directors, officers, employees, agents or distributors is violating any provision of the U.S. Foreign Corrupt Practices Act of 1977, except for violations that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect.

(c) Seller is in compliance with all applicable export control laws, including those administered by the U.S. Department of Commerce and the U.S. Department of State, and applicable asset control laws, including those administered by the U.S. Department of the Treasury, except for failures to comply that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect.

5.12 Permits; Regulatory Matters.

(a) Seller has all Permits required to conduct the Program as currently conducted, including all such Permits required by the FDA, and any other Governmental Authority engaged in the regulation of pharmaceuticals (together with the FDA, the “Regulating Authorities”), except for such Permits the absence of which, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect (the “Seller Authorizations”).

(b) The Seller Authorizations are in full force and effect, except for any failures to be in full force and effect that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect. Seller is in compliance under such Seller Authorizations, except for such failures to comply that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect.

(c) Except for matters that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect, Seller: (i) has not received any written notice or correspondence from any Regulating Authority alleging or asserting any noncompliance with any Seller Authorizations; and (ii) has not received written notice that any Regulating Authority has taken or is intending to take action to limit, suspend, modify or revoke any Seller Authorizations and there is no action or proceeding pending

or threatened (including any prosecution, injunction, seizure, civil fine, suspension or recall), in each case alleging that such Regulating Authority is considering such action.

5.13 Labor Matters. Seller is in compliance with all applicable Laws relating to labor and employment, including those relating to wages, hours, collective bargaining, unemployment compensation, worker's compensation, equal employment opportunity, age and disability discrimination, immigration control and employee classification, except for such failures to comply that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect. As of the date of this Agreement, Seller is not the subject of any proceeding asserting that Seller has committed an unfair labor practice or seeking to compel it to bargain with any labor union or labor organization that, individually or in the aggregate, is reasonably likely to have a Material Adverse Effect. As of the date of this Agreement, there are no pending or threatened labor strikes, disputes, walkouts, work stoppages, slow-downs or lockouts involving Seller that, individually or in the aggregate, are reasonably likely to have a Material Adverse Effect.

5.14 Finders' Fees. There is no investment banker, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of Seller who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

5.15 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article V, Seller makes no other express or implied representation or warranty. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ACQUIRED ASSETS ARE ASSIGNED, "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND SELLER HEREBY EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL CONDITIONS OR WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY WITH RESPECT TO THE ACQUIRED ASSETS, ANY PART THEREOF, THE WORKMANSHIP THEREOF, AND THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT SUCH ACQUIRED ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND PURCHASER HAS RELIED SOLELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF. THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THIS ARTICLE V ARE IN LIEU OF AND ARE EXCLUSIVE OF ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES. FURTHER, SELLER HEREBY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, LEGAL OR CONTRACTUAL, EXPRESS OR IMPLIED, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO PURCHASER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA).

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller that the statements contained in this Article VI are true and correct as of the date of this Agreement and the Closing Date. Purchaser further represents and warrants to Seller that the statements contained in Sections 6.1 – 6.3 and 6.9 are true and correct as of the date on which Purchaser delivers the Contingent Shares to Seller.

6.1 Organization and Power. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

6.2 Authorization. Purchaser has full power and authority to execute and deliver the Transaction Documents and to perform its obligations thereunder. The execution, delivery and performance by Purchaser of the Transaction Documents have been duly and validly authorized and no additional authorization or consent is required in connection therewith.

6.3 Binding Effect. This Agreement has been duly executed and delivered by Purchaser. This Agreement, when executed and delivered by Seller, and the other Transaction Documents when executed and delivered, will constitute the valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

6.4 Funding. Purchaser has, without the need to obtain any Third Party debt or equity financing, sufficient and unencumbered funds to consummate the transactions contemplated by this Agreement and to satisfy the Purchase Price, and Purchaser otherwise has the resources and capabilities (financial and otherwise) to perform its obligations to consummate the transactions contemplated by this Agreement and such performance is not conditioned or contingent in any way upon the receipt of financing from any Person or the availability of funds to Purchaser.

6.5 Adequate Assurances Regarding Assumed Executory Contracts. As of the Closing, Purchaser will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Executory Contracts.

6.6 Finders' Fees. There is no investment banker, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of Purchaser or any Affiliate of Purchaser who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement, except for any fee or commission paid directly by Purchaser and not reducing the Purchase Price in any way.

6.7 Good Faith Purchaser. Purchaser (i) is a "good faith" purchaser, as such term is used in the Bankruptcy Code, and (ii) is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the transactions contemplated by this Agreement. Purchaser has negotiated and entered into this Agreement in compliance with the Bidding Procedures, in compliance with section 363(n) of the Bankruptcy Code, and in good faith and without collusion or fraud of any kind.

6.8 Purchaser Experience. Purchaser is experienced and sophisticated with respect to transactions of the type contemplated by this Agreement. In consultation with experienced counsel and advisors of its choice, Purchaser has conducted its own independent review and analysis of the Acquired Assets, the Assumed Liabilities and the rights and obligations it is acquiring and assuming under the Transaction Documents. Purchaser acknowledges that it and its representatives have been permitted such access to the books and records, contracts and other properties related to the Acquired Assets as it required to complete its review.

6.9 Issuance of Shares. The Shares, when issued, sold and delivered in accordance with the terms set forth in this Agreement, will be validly issued, fully paid and nonassessable, free of restrictions on transfer other than restrictions on transfer under applicable state and federal securities laws and any liens or encumbrances created or imposed by Seller, and issued in compliance with all applicable federal and state securities laws.

ARTICLE VII.

CERTAIN COVENANTS

7.1 Bankruptcy Sale Process.

Seller will, on or before November 24, 2020, file with the Bankruptcy Court the Sale Motion and serve it upon the parties required to be served in accordance with the Bankruptcy Code and the Bankruptcy Rules. Seller will, as promptly as possible, file and serve the Initial Notice of Proposed Assumed Executory Contracts, any Supplemental Notice of Proposed Assumed Executory Contracts, and the Final Sale Notice, together with the proposed Sale Order and a copy of the Transaction Documents (with any redactions Seller and Purchaser mutually deem appropriate in accordance with the Bankruptcy Code and the Bankruptcy Rules), and serve it upon the parties required to be served in accordance with the Bankruptcy Code and the Bankruptcy Rules.

(a) Seller will, subject to the provisions of this Agreement and the Bidding Procedures Order, in consultation with Purchaser, use its reasonable best efforts to (x) respond to and resolve all timely objections to the entry of the Sale Order and (y) obtain entry of the Sale Order on or before December 31, 2020.

(b) Purchaser will use its reasonable best efforts to assist in obtaining entry of the Sale Order, including furnishing or filing with the Bankruptcy Court such affidavits or declarations as Seller may request for the purpose of obtaining entry of the Sale Order.

(c) All motions and other filings by Seller, including any filings regarding notice procedures and all lists of Persons to receive notice, relating to the sale of the Acquired Assets hereunder shall be in form and substance satisfactory to Purchaser in its sole discretion.

(d) Purchaser shall not, without prior written consent of Seller, file, join in, or otherwise support or encourage in any manner whatsoever any motion or other filing relating to the sale of the Acquired Assets hereunder.

(e) In the event that an appeal is taken or a stay pending appeal is requested with respect to the Sale Order, Seller shall promptly notify Purchaser of such appeal or stay request and shall promptly provide to Purchaser a copy of the related notice(s) or order(s). Seller and Purchaser shall use their reasonable best efforts to defend any such appeal or stay request.

7.2 Stalking Horse Provisions.

(a) To participate in the bidding process for all or any substantial portion of the Acquired Assets, a Person (other than Purchaser) must submit a bid, in accordance with the Bidding Procedures, in an amount in excess of the sum of (i) the Base Cash Purchase Price, (ii) \$2,400,000, which is the deemed value of the Initial Shares for this purpose, (iii) \$1,200,000, which is the deemed value of the Contingent Shares for this purpose, (iv) \$37,100,000, which is the deemed value of the Contingent Royalty and Contingent PRV Payment for this purpose, (v) \$325,000, representing the Break-Up Fee and the Expense Reimbursement, and (vi) \$150,000. For the avoidance of doubt, the sum of the foregoing items (i) through and including (vi) is \$47,175,000.

(b) Within ten (10) Business Days following the entry of a final, non-appealable order approving an Alternative Transaction (except if this Agreement is terminated by Seller pursuant to Section 4.6(k)), Seller shall pay Purchaser, in accordance with the Bidding Procedures, and by wire transfer to an account designated by Purchaser, an amount equal to \$175,000 (the “Break-Up Fee”).

(c) Seller shall pay Purchaser, in accordance with the Bidding Procedures and by wire transfer to an account designated by Purchaser, reimbursement of all reasonable attorneys’ fees and other costs and expenses of Purchaser actually incurred in connection with Purchaser’s efforts to negotiate and consummate the transactions contemplated by this Agreement (including, without limitation, the fees and expenses of counsel), upon the earliest to occur of the following: (1) the termination of this Agreement for any reason other than by Seller pursuant to Section 4.6(m), and (2) Seller’s consummation of an Alternative Transaction; provided, however, that such reimbursement shall be capped at \$150,000 (the “Expense Reimbursement”).

(d) The Break-Up Fee and Expense Reimbursement shall be paid from any proceeds of an Alternative Transaction, otherwise payable to Seller, provided that if such amounts are not paid from such proceeds, Seller shall remain liable for such amounts as set forth in clause (e) below.

(e) The Break-Up Fee and Expense Reimbursement (to the extent due and owing) shall be a first-priority administrative expense of Seller’s bankruptcy estate under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

(f) The obligation of Seller to pay, and the payment by Seller of, the Expense Reimbursement (to the extent due and owing), shall in no way limit or otherwise affect the rights of Purchaser to a return of the Deposit, including without limitation the rights of Purchaser under Section 3.4 of this Agreement.

(g) Seller acknowledges and agrees that Purchaser would not have entered into this Agreement but for the provisions in this Section 7.2, and that the provisions of this Section 7.2 are integral to, and shall survive any termination of, this Agreement.

7.3 Pre-Closing Operating Covenants of Seller.

(a) Until the earlier of Closing or the termination of this Agreement in accordance with Section 4.6, Section 4.7 and Section 4.8, except as expressly provided in this Agreement, or as required by Law, including in connection with the Chapter 11 Case (it being understood that no provision of this Section 7.3 will require Seller to make any payment to any of its creditors with respect to any amount owed to such creditors on the Petition Date or which would otherwise violate the Bankruptcy Code), without the consent of Purchaser, Seller will operate, and will conduct the Program in the ordinary course of business, consistent with past practices, in all material respects and use its commercially reasonable efforts to (1) preserve intact the Acquired Assets, taking all actions as may be reasonably necessary to preserve the value of the Acquired Assets as of the date hereof; and (2) make all necessary or appropriate filings and payments with and to Governmental Authorities in connection with the Business in a timely manner, and maintain in effect all existing Regulatory Approvals required for the ongoing operation of the Program as presently conducted. Until the earlier of Closing or the termination of this Agreement in accordance with Section 4.6, Section 4.7 and Section 4.8, except as expressly provided in this Agreement, or as required by Law, subject to the limitations of the Bankruptcy Code and the Bankruptcy Rules, without the consent of Purchaser, Seller will not:

(i) sell, assign, transfer, or otherwise dispose of, or create any Encumbrance upon or grant any other right, license, or other interest in, any of the Acquired Assets;

(ii) fail to pay any maintenance fees by the due date therefor with respect to any of the Acquired Assets, absent Purchaser's written authorization after good faith consideration, provided that Purchaser shall reimburse Seller for payment of the portion of such fees attributable to the post-Closing period;

(iii) reject, cancel, terminate, amend, modify, supplement or rescind any Executory Contract or any terms of any Executory Contract without the express written approval of Purchaser following notice as required hereunder, which shall not be unreasonably withheld or delayed, except for the purpose of effecting any changes in applicable Law or implementing regulatory requirements;

(iv) with the exception of retaining professionals for Seller in the Chapter 11 Case, enter into any new Contract or renew any existing Contract requiring payments by Seller;

(v) incur any long-term expenditure associated with the Acquired Assets that would be an Assumed Liability;

(vi) abandon or permit to lapse any rights to the Acquired Assets, or enter into any settlement regarding the breach or infringement, misappropriation, dilution or other violation of, or challenge the title to, any such Acquired Assets; or

(vii) institute, settle or agree to settle or modify in any manner that is adverse to the Acquired Assets, any litigation, action or other Legal Proceeding before any court or Governmental Authority relating to the Acquired Assets and that is or will be an Assumed Liability.

(b) Concurrent with Closing, Seller will prepare and file with the appropriate Governmental Authority appropriate documents, including, but not limited to, articles of amendment or changing Seller's name so as to effectuate the transfer of the Acquired Assets.

7.4 Access to Information.

(a) Seller agrees that, between the date this Agreement is executed and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Section 4.6, Section 4.7 and Section 4.8, Purchaser shall be entitled, through its Representatives, to have such reasonable access to and make such reasonable investigation and examination of the books and records, properties, businesses, assets, accountants, auditors, counsel and operations of Seller as Purchaser's Representatives may reasonably request, provided, however, that Seller shall not be obligated to provide information that it is not permitted to provide under applicable Law. Any such investigations and examinations shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances, including Seller's right to have its Representatives accompany Purchaser and its Representatives at the time of any on-site inspection or examination and shall be subject to restrictions under applicable Law. Pursuant to this Section 7.4, Seller shall furnish to Purchaser and its Representatives such financial, operating and property related data and other information as such Persons reasonably request. Seller shall use commercially reasonable efforts to cause its Representatives to reasonably cooperate with Purchaser and Purchaser's Representatives in connection with such investigations and examinations. Purchaser and its Representatives shall be permitted to contact, or engage in discussions or otherwise communicate with Seller's landlords, clients, suppliers and other Persons with which Seller has material commercial dealings, provided, that Purchaser must obtain the prior consent of Seller, which consent shall not be unreasonably withheld or delayed, to initiate such communications and give Seller the opportunity to be present therefor.

(b) No information received pursuant to an investigation made under this Section 7.4 shall be deemed to (i) qualify, modify, amend or otherwise affect any representations, warranties, covenants or other agreements of Seller or Purchaser set forth in this Agreement or any certificate or other instrument delivered to Purchaser in connection with the transactions contemplated hereby, (ii) limit or restrict the remedies available to the parties under applicable Law arising out of a breach of this Agreement or otherwise available at Law or in equity, or (iii) limit or restrict the ability of either party

to invoke or rely on the conditions to the obligations of the parties to consummate the transactions contemplated by this Agreement set forth in Article VIII.

(c) From and after the Closing Date, upon reasonable request by Seller, Purchaser will provide Seller with copies of all books and records that comprise or are related to the Acquired Assets or the Assumed Liabilities for the purposes of (a) preparing any Tax Returns, (b) enforcing rights or obligations of Seller under this Agreement or any of the Transaction Documents, or (c) complying with the requirements of, or responding to inquiries by, any Governmental Body; provided, however, that, for the avoidance of doubt, the foregoing shall not require Purchaser to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, or (ii) such action could reasonably be expected to result in violation of applicable Law or Order. Purchaser agrees to maintain the files or records which are contemplated by the first sentence of this Section 7.4(b) for two (2) years following the Closing.

7.5 Reasonable Efforts; Further Assurances of Each Party. Subject to the limitations of the Bankruptcy Code and Bankruptcy Rules:

(a) each party will use commercially reasonable efforts to take all actions and to do all things necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Article VIII, provided that if the closing conditions contained in Section 8.1(e) and/or (f) have not been satisfied or, in the reasonable judgment of Seller and Purchaser are unlikely to be satisfied, and if such conditions are the only closing conditions set forth in Article VIII that have not been satisfied and that are unlikely to be satisfied, Seller and Purchaser agree to discuss in good faith alternatives to such conditions including obtaining a final, non-appealable order from the Bankruptcy Court finding that the Libo Existing License Agreement terminated prior to the commencement of Seller's Chapter 11 Case or otherwise limiting the rights of Libo under the Libo Existing License Agreement in a manner acceptable to each of Seller and Purchaser in its respective sole discretion, but this proviso shall not require either Seller or Purchaser to waive such conditions); and

(b) the parties will execute and deliver any documents, instruments or conveyances of any kind and take all other actions which may be reasonably necessary or advisable to carry out the intent of this Agreement and the transactions contemplated herein.

7.6 Regulatory Affairs. Until the earlier of Closing or the termination of this Agreement in accordance with Section 4.6, Section 4.7 and Section 4.8, Seller shall, to the fullest extent permitted by applicable Law, (i) promptly advise Purchaser of the receipt of any communication from the FDA, SEC or any similar state or foreign Governmental Authority or other U.S. Governmental Authority whether oral, written, electronic or otherwise, (ii) provide Purchaser with a reasonable opportunity to participate in the preparation of any response thereto and the preparation of any other substantive submission or communication to any such Governmental Authority and to review any such response, submission or communication prior to the filing or delivery thereof, and (iii) provide Purchaser with the opportunity to participate in

any meetings or substantive telephone conversations that Seller or its representatives may have from time to time with any such Governmental Authority. Until the earlier of Closing or the termination of this Agreement in accordance with Section 4.6, Section 4.7 and Section 4.8, at Purchaser's request, Seller shall assist Purchaser in obtaining any meetings with, or facilitating communications between, Purchaser and the FDA, SEC or any similar state or foreign Governmental Authority or other U.S. Governmental Authority.

7.7 Matters Related to Shares.

(a) Restrictions on Transfer.

(i) As a condition to receiving any Shares in any distribution of such Shares by the Seller, each recipient of such Shares shall execute and deliver to the Purchaser (i) a completed questionnaire (x) indicating in a manner satisfactory to the Purchaser that such Person is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act; and (y) including other customary investment representations of such recipient in connection with the acquisition of the Shares and (ii) a stock restriction agreement in the form acceptable to the Purchaser.

(ii) The Seller shall not Transfer any Shares (or rights to receive Shares) without the prior written consent of the Purchaser, except that the Seller may Transfer all but not fewer than all of the Shares (and rights to receive Shares) to a trust or other vehicle designed to permit distribution of cash proceeds of such Shares to creditors and shareholders of Seller or otherwise pursuant to a Plan of Reorganization confirmed by the Bankruptcy Court in the Chapter 11 Case, subject to the conditions set forth in Section 7.7(a)(i). The Shares shall be characterized as "restricted securities" for purposes of Rule 144 under the Securities Act, and each certificate representing any such Shares shall, until such time that the Shares are not so restricted under the Securities Act, bear a legend identical or similar in effect to the legend set forth in Section 5.5(b) (together with any other legend or legends required by applicable state securities laws or otherwise, if any). The Seller further understands that each certificate representing the Shares shall also bear a legend identical or similar in effect to the following legend:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE TRANSFERABLE ONLY IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE ASSET PURCHASE AGREEMENT BY AND BETWEEN KARYOPHARM THERAPEUTICS INC. AND NEUMEDICINES INC., AS MAY BE AMENDED FROM TIME TO TIME (THE "PURCHASE AGREEMENT"), A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION. NO TRANSFER OF SUCH SHARES WILL BE MADE ON THE BOOKS OF THE CORPORATION UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF THE PURCHASE AGREEMENT AND BY AN AGREEMENT OF TRANSFEREE TO BE BOUND BY THE RESTRICTIONS SET FORTH IN THE PURCHASE AGREEMENT."

(b) Resale Registration.

(i) Following each of the Closing and the issuance of the Contingent Shares and in each case subject to the Purchaser's receipt of the Required Seller Information, the Purchaser shall use commercially reasonable efforts to file with the SEC a registration statement with respect to the public resale by the Seller or permitted recipients of the Shares on a continuous or delayed basis pursuant to Rule 415 under the Securities Act, in respect of which the Purchaser may use a registration statement on Form S-3 (or any successor form registration statement available for such resale which permits incorporation by reference of the Purchaser's filings with the SEC to at least the same extent as such form) to the extent the Purchaser is then eligible for its use (the "Registration Statement"), and cause such Registration Statement to become automatically effective upon filing if eligible to do so; provided that the Seller acknowledges and agrees, and shall cause any permitted recipient of Shares to acknowledge and agree, that no filing of a Registration Statement shall be required during any "blackout period" under the Purchaser's insider trading policy.

(ii) The Purchaser shall use commercially reasonable efforts to keep each Registration Statement effective under the Securities Act until the date that is the first anniversary of original issuance of the Shares subject to such Registration Statement or such earlier time as all of the Shares covered by the Registration Statement have been sold pursuant thereto. Purchaser will notify the Seller of the time the Registration Statement became effective or a supplement to any prospectus forming a part of the Registration Statement has been filed.

(iii) The Purchaser may, by written notice to the Seller, (i) delay the filing or effectiveness of a Registration Statement or (ii) suspend a Registration Statement after effectiveness and require that the Seller and/or any holders of Shares immediately cease sales of shares pursuant to such Registration Statement, in the event that (A) the Purchaser files a registration statement (other than a registration statement on Form S-8 or its successor form) with the SEC for a public offering of its securities or (B) the Purchaser is engaged in any activity or transaction or preparations or negotiations for any activity or transaction that the Purchaser desires to keep confidential for business reasons, if the Purchaser determines in good faith that the public disclosure requirements imposed on the Purchaser under the Securities Act in connection with such Registration Statement would require disclosure of such activity, transaction, preparations or negotiations. The Seller agrees, and shall cause any recipient of Shares to agree, to keep and hold confidential the fact of, and any information contained or referenced in, any such notice described in this Section 7.7(b)(iii).

(iv) If the Purchaser delays or suspends a Registration Statement or requires the Seller and/or any recipient of Shares to cease sales of shares pursuant to this Section 7.7, the Purchaser shall, as promptly as practicable following the termination of the circumstance which entitled the Purchaser to do so, take such actions as may be necessary to file or reinstate the effectiveness of such Registration Statement and/or give written notice to the Seller authorizing it and any recipient of Shares to resume sales pursuant to such Registration Statement. If as a result thereof the prospectus included in

a Registration Statement has been amended to comply with the requirements of the Securities Act, the Purchaser shall enclose such revised prospectus with the notice to Seller given pursuant to this Section 7.7(b)(iv), and the Seller and any recipient of Shares shall make no offers or sales of shares pursuant to such Registration Statement other than by means of such revised prospectus.

(v) In connection with the filing by Purchaser of a Registration Statement, the Purchaser shall furnish to the Seller a copy of the prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act. The Purchaser shall promptly provide the Seller with revised or supplemented prospectuses and, following receipt of the revised or supplemented prospectuses, the Seller and/or recipients of Shares shall be free to resume making offers and sales under such Registration Statement. The Purchaser shall pay the expenses incurred by it in complying with its obligations under this Section 7.7(b), including all registration and filing fees, exchange listing fees, fees and expenses of counsel for the Purchaser, and fees and expenses of accountants for the Purchaser, but excluding (i) any brokerage fees, selling commissions or underwriting spread or discounts incurred by the Seller and/or recipients of Shares in connection with sales under a Registration Statement and (ii) the fees and expenses of any counsel retained by or on behalf of the Seller and/or any recipients of Shares.

(vi) Purchaser shall not be required to include any Shares in a Registration Statement unless (A) the holder of such Shares furnishes to the Purchaser in writing such information regarding such holder and the proposed sale of Shares by such holder as the Purchaser may reasonably request in writing in connection with the Registration Statement or as shall be required in connection therewith by the SEC or any state securities law authorities and (B) the holder of such Shares shall have provided to the Purchaser its written agreement:

(x) to indemnify the Purchaser and each of its directors and officers against, and hold the Purchaser and each of its directors and officers harmless from, any losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees) to which the Purchaser or such directors and officers may become subject by reason of any statement or omission in such Registration Statement made in reliance upon, or in conformity with, a written statement by such holder furnished pursuant to this Section 7.7; and

(y) to report to the Purchaser sales made pursuant to the Registration Statement.

(vii) Solely for purposes of Section 7.7, if any Shares are included in a Registration Statement under this Section 7.7, the Purchaser agrees to indemnify and hold harmless each holder whose Shares are included in such Registration Statement against any losses, claims, damages, expenses or liabilities to which such holder may become subject by reason of any untrue statement of a material fact contained in the Registration Statement or any omission to state therein a fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims,

damages, expenses or liabilities arise out of or are based upon information furnished to the Purchaser by or on behalf of the Seller or a holder of Shares for use in the Registration Statement. The Purchaser shall have the right to assume the defense and settlement of any claim or suit for which the Purchaser may be responsible for indemnification under this Section 7.7.

ARTICLE VIII.

CONDITIONS TO CLOSING

8.1 Conditions Precedent to the Obligations of Seller and Purchaser. The respective obligations of each party to this Agreement to consummate the transactions contemplated herein are subject to the satisfaction or written waiver, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller and Purchaser in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any statute, rule, regulation, Law or Order enacted, issued, entered or promulgated by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(b) the Bankruptcy Court shall have entered the Bidding Procedures Order and such order shall not have been stayed, reversed, vacated, modified or amended (except as modified or amended in any immaterial respect or with the consent of Purchaser, which consent may be withheld in its reasonable discretion for material modifications and amendments);

(c) the Bankruptcy Court shall have entered the Sale Order, which Sale Order shall authorize the sale of the Acquired Assets free and clear of all Encumbrances (including without limitation by specific reference to all filed security interests) and otherwise be in form and substance acceptable to Purchaser in its sole discretion, and such order shall not have been stayed, reversed, vacated, modified or amended (except as modified or amended in any immaterial respect or with the consent of Purchaser, which consent may be withheld in its sole discretion for material modifications and amendments);

(d) the Libo Existing License Agreement shall have been terminated, and each of Seller and Libo shall have confirmed such termination in a writing whereby Seller and Libo agree that Libo shall have no post-termination rights or claims under or in respect of the Libo Existing License Agreement, including against or with respect to Purchaser or the Acquired Assets, except for any claims of Libo against the Seller's estate as may be agreed between Seller and Libo;

(e) the Libo New License Agreement shall have been executed and delivered by each of Purchaser and Libo; and

(f) there shall not be any judgment, decree, injunction, order or ruling in effect preventing the consummation of the transactions contemplated by this Agreement.

8.2 Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller in whole or in part to the extent permitted by applicable Law) in addition to those set forth in Section 8.1:

(a) Covenants and Representations. Purchaser shall have performed in all material respects all agreements and covenants required hereby to be performed by Purchaser prior to or at the Closing Date, and the representations and warranties of Purchaser made in Article VI shall be correct and complete in all material respects as of the Closing Date as if made on such date.

(b) Purchase Price. On or prior to the Closing Date, Purchaser shall have satisfied the elements of the Purchase Price that are required to be satisfied at Closing.

(c) Deliveries. On or prior to the Closing Date, Purchaser shall have delivered to Seller each of the items set forth in Section 4.2 of this Agreement.

8.3 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Purchaser in whole or in part to the extent permitted by applicable Law) in addition to those set forth in Section 8.1:

(a) Covenants and Representations. Seller shall have performed in all material respects all agreements and covenants required hereby to be performed by Seller prior to or at the Closing Date, and the representations and warranties of Seller in Article V shall be correct and complete in all material respects as of the Closing Date as if made on such date.

(b) Deliveries. On or prior to the Closing Date, Seller shall have delivered to Purchaser each of the items set forth in Section 4.2 of this Agreement.

(c) Assumed Executory Contracts. No party to any Assumed Executory Contract shall have objected to or otherwise opposed the assumption and assignment of its contract, shall have demanded any adequate assurance of future performance under its contract, or shall have objected to the proposed Cure Costs for its contract, unless such objection or demand has been resolved to the reasonable satisfaction of Purchaser. Each Assumed Executory Contract shall be assignable to Purchaser on the Closing Date and the consent of each counterparty thereto to such assignment shall have been obtained by Seller or granted by order of the Court, without regard to whether such consent is required by the terms of such Assumed Executory Contract.

ARTICLE IX.

LIMITED RECOURSE OF PURCHASER

9.1 Limited Recourse of Purchaser. Following the Closing and subject to the remainder of this Article IX, if Seller is in breach of any representation, warranty, covenant, or other term hereof, the sole recourse of Purchaser against Seller in respect of such breach shall be a claim for damages as a result of such breach, provided that such claim for damages (a) shall be limited in amount to the actual (and not any consequential, indirect, punitive, or special) damages suffered by Purchaser as a result of such breach (including reasonable attorneys' and advisors' fees incurred in addressing such breach), and (b) shall be satisfied solely through Purchaser's withholding of such amount from (or, as applicable, deduction or setoff or recoupment against) any portion of the Contingent Consideration that has not yet been delivered to Seller.

9.2 Limitations on Purchaser's Rights under Section 9.1.

(a) Purchaser shall have no right to withhold, deduct, set off, or recoup under Section 9.1 unless the amount to be so withheld, deducted, set off, or recouped is greater than one percent (1%) of the Base Cash Purchase Price.

(b) Purchaser shall have no right to withhold, deduct, set off, or recoup under Section 9.1 any amount in excess of 50% of the Contingent PRV Payment otherwise payable prior to any application of this Article IX.

(c) Purchaser shall have no right to withhold, deduct, set off, or recoup under Section 9.1 any amount unless Purchaser has delivered a notice to Seller, on or before the date that Purchaser (or its permitted assignee thereof under the Royalty Agreement) receives the Priority Review Voucher, describing in reasonable detail the breach or breaches by Seller that is or are the basis for such withholding, deduction, set off, or recoupment, provided that (i) Purchaser shall deliver such notice promptly upon becoming aware of any such breach or breaches by Seller, but (ii) failure by Purchaser to deliver such notice promptly upon becoming aware of such breach or breaches by Seller shall not affect Purchaser's rights hereunder (except to the extent Seller is materially prejudiced by such failure) so long as such notice is delivered on or before the date that Purchaser (or its permitted assignee thereof under the Royalty Agreement) receives the Priority Review Voucher.

(d) For all purposes of this Article IX, Purchaser's actual damages shall be net of (i) any amounts paid or payable to Purchaser under any insurance policy (net of the deductible for such policy) or Contract in connection with the facts giving rise to the right of indemnification hereunder, (ii) any Tax benefit, credit or refund to which Purchaser actually realizes or receives as a result of such actual damages, and (iii) any amounts recovered by Purchaser under any provision of this Agreement or any other Transaction Document in respect of the same fact, event, condition or circumstance giving rise to the right to indemnification of Purchaser, with the understanding and agreement that

Purchaser shall not be entitled to recover the amount of any loss more than once, even if as a result of more than one breach.

9.3 Characterization of Withholding, Setoff, Deduction, or Recoupment by Seller under Section 9.1. Any withholding, setoff, deduction, or recoupment by Purchaser under Section 9.1 shall be treated, to the fullest extent possible under applicable Law, as adjustments to the Purchase Price for Tax purposes.

9.4 Exclusive Remedy. Notwithstanding anything to the contrary herein, from and after the Closing the rights and remedies of Purchaser under this Article IX are exclusive and in lieu of any and all other rights and remedies which Purchaser may have under this Agreement and with respect to the transactions contemplated hereby, and Purchaser expressly waives and releases and agrees to waive and release any and all other rights or causes of action it may have against Seller now or in the future under any Law (regardless of the theory of recourse) with respect to the preceding matters. Purchaser shall not be entitled to claim, seek or obtain, and expressly waives the right to claim, seek or obtain, any equitable relief in connection with a breach or potential breach of this Agreement or any Transaction Document by Seller.

ARTICLE X.

MISCELLANEOUS

10.1 Transfer Taxes. Any sales, use, transfer, deed, fixed asset, stamp, documentary stamp or other similar type Taxes and recording charges (each, a "Transfer Tax") which may be payable by reason of the acquisition of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated herein shall be timely paid by Purchaser. Purchaser and Seller shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

10.2 Releases. Effective as of and conditioned upon the occurrence of Closing, Purchaser hereby releases and forever discharges Seller and Seller's directors, officers, employees, agents, representatives, successors, assigns, and holders of Claims or interests in Seller's chapter 11 bankruptcy estate, from any and all actions, suits, debts, liens, sums of money, accounts, judgments, claims and demands whatsoever, at law or in equity, either in contract or in tort, whether known or unknown, on account of, arising out of or relating to (a) any act or omission of any kind or character whatsoever that relates to Seller or this Agreement and the proposed transactions contemplated herein occurring at or prior to the Closing or (b) the Acquired Claims; provided that nothing in this Section 10.2 shall release or discharge any Claim of Purchaser under this Agreement or any recourse under Article IX hereof.

10.3 Survival. Except (x) for the covenants contained in Section 7.5, (y) for this Article X and (z) as expressly provided for in Article IX herein, none of the (a) covenants or agreements to be performed by either Seller or Purchaser prior to the Closing pursuant to this Agreement and (b) representations and warranties by Seller or Purchaser contained in this Agreement shall survive Closing, and neither Seller nor Purchaser shall have liability to the other party after Closing for any breach of any such covenant, agreement, representation or warranty.

Except as set forth in the immediately preceding sentence, this Article X and the covenants and agreements of the parties set forth in this Agreement will survive until fully performed or until such performance is expressly waived in writing by the other party.

10.4 Injunctive Relief. Damages at Law may be an inadequate remedy for the breach by Purchaser or Seller of any of its covenants, promises and agreements contained in this Agreement and, accordingly, each of Purchaser and Seller shall be entitled to injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights of Purchaser and Seller set forth in this Section 10.4 shall be in addition to any other rights which a party may have at Law or in equity pursuant to this Agreement.

10.5 Entire Agreement; Amendments and Waivers. This Agreement (including the Exhibits hereto) and the Transaction Documents represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by Purchaser and Seller, or in the case of a waiver, by the party against whom the waiver is effective. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein will be cumulative and, except as otherwise expressly provided herein, are not exclusive of any rights or remedies provided by applicable Law.

10.6 Counterparts; Electronic Signatures. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Facsimile signatures or signatures delivered by email in PDF or similar format will be deemed original signatures for purposes of this Agreement.

10.7 Governing Law. This Agreement will be governed by and construed in accordance with the Laws of the State of California without regard to principles of conflicts of Law. The parties hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Central District of California and any U.S. federal appellate court therefrom (or, if the United States Bankruptcy Court for the Central District of California declines to or may not accept authority or jurisdiction over a particular matter, the United States District Court for the Central District of California; or if the United States District Court for the Central District of California declines to or may not accept jurisdiction over a particular matter, any state court within Los Angeles County of the State of California) for any actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated herein (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each party further agrees that service of any process, summons, notice or document by U.S. registered mail to its respective address set forth in Section 10.9 shall be effective service of process for any action, suit or proceeding brought against it in any such court.

10.8 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.9 Notices. Unless otherwise set forth herein, any notice, request, instruction or other document to be given hereunder by any party to the other parties shall be in writing and shall be deemed duly given (i) upon delivery, when delivered personally, (ii) one (1) day after being sent by overnight courier or when sent by facsimile transmission or email PDF format (with a confirming copy sent by overnight courier), and (iii) three (3) calendar days after being sent by registered or certified mail, postage prepaid, as follows:

If to Seller, to:

Neumedicines, Inc.
480 W. Norman Ave
Arcadia CA 91007
Attention: Raphael Nir and Timothy Gallaher
Email: rnir@sbhsciences.com and tkgallaher@gmail.com

With copies to:

Weintraub & Selth, APC
11766 Wilshire Blvd.
Suite 1170
Los Angeles, CA 90025
(310) 207-1494
Fax: (310) 442-0660
Attention: Daniel J. Weintraub
Email: dan@wsrlaw.net

Sheppard, Mullin, Richter & Hampton, LLC
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067
Attention: Elliot Hinds and Jeff Fessler
E-mail: EHinds@sheppardmullin.com, jfessler@sheppardmullin.com

If to Purchaser, to:

Karyopharm Therapeutics Inc.
85 Wells Avenue, Suite 210
Newton MA 02459
Attention: Chief Executive Officer
Email: mkauffman@karyopharm.com

With a copies to:

Karyopharm Therapeutics Inc.
85 Wells Avenue, Suite 210
Newton MA 02459
Attention: General Counsel
Email: cprimiano@karyopharm.com

Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
New York, New York 10007
Attention: Jason Kropp & George W. Shuster, Jr.
Email: jason.kropp@wilmerhale.com and george.shuster@wilmerhale.com

or to such other Persons or addresses as may be designated in a written notice pursuant to this Section by the party to receive such notice.

10.10 Binding Effect; Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create any Third Party beneficiary rights in any Person or entity not a party to this Agreement. Neither party may assign or delegate its rights or obligations under this Agreement (whether by operation of Law, change of control, or otherwise), either in whole or in part, without the prior written consent of the other party, provided, however, that (a) Purchaser may assign, delegate or transfer any of its rights or obligations under this Agreement to any wholly-owned direct or indirect Subsidiary of Purchaser by sending written notice to, but without the consent of, Seller; provided, further, that such assignment, delegation or transfer shall not relieve Purchaser of any liability or obligation under this Agreement. The Contingent Royalty and Contingent PRV Payment rights may be assigned, in whole, to a trust or other vehicle designed to permit distribution of cash proceeds of such rights to creditors and shareholders of Seller or otherwise pursuant to a Plan of Reorganization confirmed by the Bankruptcy Court in the Chapter 11 Case, but no other assignment of the Contingent Royalty or and Contingent PRV Payment rights by Seller is permitted without the prior written consent of Purchaser. Any attempted assignment, delegation or transfer in violation of this Section 10.10 shall be void and without effect.

10.11 Third Party Beneficiaries. No Person other than the parties hereto (and any permitted assignee under Section 10.10) shall have any rights or claims under this Agreement. For the avoidance of doubt, no reference to Libo or the Libo Existing License Agreement herein shall be any indication or evidence that the Libo Existing License Agreement is in effect as of the date hereof or is an Executory Contract, and all rights, claims, and defenses of the parties hereto as against Libo are expressly reserved.

10.12 Publicity. Neither Seller nor Purchaser will issue any press release or make any public statement regarding the transactions contemplated hereby, without the prior written consent of the other party.

10.13 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement as a whole will not be affected; and, in such event, Seller and Purchaser shall negotiate in good faith to

change and interpret such provision so as to best accomplish the objectives of such provision within the limits of applicable Law or applicable court decision.

10.14 Non-Recourse. No past, present or future director, officer, employee, advisor, lawyer, agent, representative, incorporator, member, partner or equityholder of Seller or Purchaser shall have any liability for (i) any obligations or liabilities of Seller or Purchaser under this Agreement or the certificate of incorporation and by-laws or comparable organizational documents of Seller or Purchaser, or (ii) any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

10.15 Time of the Essence. Time is of the essence in the performance of each of the obligations of the parties and with respect to all covenants and conditions to be satisfied by the parties in this Agreement and all documents, acknowledgments and instruments delivered in connection herewith.

10.16 Miscellaneous.

(a) Certain Interpretations. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) All references in this Agreement to Articles, Sections, and Exhibits (and annexes thereto) shall be deemed to refer to Articles, Sections, and Exhibits (or annexes thereto) to this Agreement.

(ii) All Exhibits (and annexes thereto) annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit (or annex thereto) but not otherwise defined therein shall be defined as set forth in this Agreement.

(iii) The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(iv) The words “include,” “includes” and “including,” when used herein, shall be deemed in each case to be followed by the words “without limitation” (regardless of whether such words or similar words actually appear).

(v) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded.

(vi) Any reference in this Agreement to \$ shall mean United States Dollars.

(vii) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(viii) The words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(b) The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

(c) This Agreement is the result of the joint efforts of the parties hereto, and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of the parties and there is to be no construction against any party based on any presumption of that party’s involvement in the drafting thereof.

(d) Purchaser acknowledges hereby that Seller may not comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

NEUMEDICINES INC.

By: 

Name: Timothy K. Gallaher

Title: President

PURCHASER:

KARYOPHARM THERAPEUTICS INC.

By: 
Name: Michael Kauffman
Title: Chief Executive Officer

EXHIBIT A

Acquired Assets

All of the assets relating to the Program as of the Closing Date, including without limiting the following:

1. All tangible assets, including, without limitation, (a) all fixtures, furniture, office supplies, and office equipment, (b) all computers, printers, servers, and other information technology equipment, (c) all machinery, tools and tooling, supplies, spare parts, packaging materials, and other operational and manufacturing equipment, (d) all fixtures, (e) (i) any raw materials (including work in process, buffer stock held by vendors, dies and active pharmaceutical ingredients inventory), finished goods and other inventory of the product based on the Program in the possession or control of, or otherwise held by or on behalf of, or owned by Seller, with a remaining shelf life of at least six (6) months, and (ii) all good and marketable unbroken lots of packaged finished goods inventory of any product based on the Program in the possession or control of, or otherwise held by or on behalf of, Seller as of Closing which (1) with respect to any commercial lots of any product based on the Program, has a remaining shelf life of at least six (6) months, and (2) with respect to samples of any product based on the Program, has a remaining shelf life of at least six (6) months, that has already been paid for by Seller regardless of where located, and all rights to receive refunds, rebates or credits in connection therewith (for the avoidance of doubt, the Acquired Assets also include all manufactured product, packaging material, compounds and any other similar assets relating to the product based on the Program which have already been paid for by Seller, and any assets that are under manufacture), (f) all motor vehicles, (g) all signage, advertising materials, marketing materials, literature and manuals, and samples, (h) all Documents, and (i) all other tangible personal property, including without limitation all of the assets specifically listed on Annex A hereto.
2. All intangible assets, including, without limitation, (a) all claims, prepayments, deposits (including security deposits and equipment deposits), refunds, causes of action, choses in action, rights of recovery, rights of setoff, rights of recoupment, and prepaid items relating to or arising from the Acquired Assets or the Assumed Liabilities; (b) the Acquired Claims; (c) all warranties and similar rights, (d) all certificates, licenses, permits, franchises, rights, approvals, clearances, orders, exemptions, registrations, authorizations, and similar rights issued by any governmental entity or agency, (e) all intangible books, records, files, accounts, ledgers, correspondence, and communications, (f) all rights under contracts, agreements, and instruments that are not Executory Contracts, including, without limitation, all rights under non-disclosure and confidentiality agreements that are not Executory Contracts and all rights under insurance contracts and to insurance proceeds for claims under such insurance contracts and to such insurance proceeds arising after the Closing Date to the extent that the insurance proceeds are related to other Acquired Assets, (g) all good will, and (h) all other intangible personal property, including without limitation all rights of Seller to any Priority Review Voucher and all of the other assets specifically listed on Annex B hereto.

3. To the extent not included in the foregoing, all Seller Owned Intellectual Property, including without limitation all of the assets specifically listed on Annex C hereto.

For the avoidance of doubt, notwithstanding the foregoing, (1) none of the Excluded Assets is included within the Acquired Assets, and (2) all of the Assumed Executory Contracts and all rights and interests of Seller thereunder and in relation thereto are Acquired Assets.

The annexes hereto may be added (to the extent not included with this Agreement when first executed by the parties hereto) or modified by Purchaser to add or specify Acquired Assets until the Asset Addition Deadline and may be modified to delete Acquired Assets until the Asset Deletion Deadline.

Annex A

Tangible Assets

1. All cell lines used to process recombinant human IL-12, including but not limited to the cell banks known as the “Master Cell Bank” and the “Working Cell Bank.”
2. All vials of recombinant human interleukin (IL-12), including but not limited to, the drug product batch known as “DP7” and the drug product batch known as “DP8.”
3. Server hardware hosted at OaksData Systems Inc. (Dell PowerEdge T620 - Serial No. 38619958609), and all software and data stored thereon, including Windows Server 2008 R2 SP I (Standard Edition).
4. All computer hardware and printers, including without limitation the following: (a) Canon brand color printer – Serial No. F156200; (b) Apple brand computer – Serial No. CO2JVIHYF1G3; and (c) Lenovo brand computer – Serial No. 00186-149-658-724.

Annex B

Intangible Assets

1. Any and all data stored on computers, servers, or other hardware, owned or controlled by Neumedicines Inc.
2. The trade name “Neumedicines”
3. The internet domain name and website: [www.http://neumedicines.com/](http://neumedicines.com/)

Annex C

Seller Owned Intellectual Property

| ACTIVE CASES | | | | | | | |
|--------------|-----------------|-------------|--|--------------------------|------------|-------------|---|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Issue Date | Status |
| EP | 17831688.1 | 18-Jul-2017 | Uses of IL-12 as a Replacement Immunotherapeutic | NEUMEDICINES INC. | | | Pending |
| CA | 3,031,083 | 18-Jul-2017 | Uses of IL-12 as a Replacement Immunotherapeutic | NEUMEDICINES INC. | | | Pending Last annuity due 8/31/2020 not paid; application will not be deemed abandoned until 3/1/2021 |
| CN | 201780057312.8 | 18-Jul-2017 | Uses of IL-12 as a Replacement Immunotherapeutic | NEUMEDICINES INC. | | | Pending |
| US | 16/318,670 | 17-Jan-2019 | Uses of IL-12 as a Replacement Immunotherapeutic | NEUMEDICINES INC. | | | Pending |
| HK | 19132481.3 | 20-Nov-2019 | Uses of IL-12 as a Replacement Immunotherapeutic | NEUMEDICINES INC. | | | Pending |
| US | 10/541,086 | 11-Mar-2007 | Secreted Protein Factor and Cell Membrane-Bound Splice Variant | UNIV SOUTHERN CALIFORNIA | 7,452,968 | 18-Nov-2008 | Issued |
| US | 10/886,267 | 06-Jul-2004 | Uses of IL-12 in Hematopoiesis | UNIV SOUTHERN CALIFORNIA | 7,939,058 | 10-May-2011 | Issued |
| US | 13/076,365 | 30-Mar-2011 | Uses of IL-12 in Hematopoiesis | UNIV SOUTHERN CALIFORNIA | 8,920,790 | 30-Dec-2014 | Issued |
| US | 12/756,988 | 08-Apr-2010 | Method for Treating Deficiency in Hematopoiesis | UNIV SOUTHERN CALIFORNIA | 9,023,337 | 05-May-2015 | Issued |
| US | 12/756,995 | 08-Apr-2010 | Method for Bone Marrow Preservation or Recovery | UNIV SOUTHERN CALIFORNIA | 9,402,882 | 02-Aug-2016 | Issued |
| US | 13/356,515 | 23-Jan-2012 | Uses of IL-12 in Hematopoiesis | UNIV SOUTHERN CALIFORNIA | 9,173,922 | 03-Nov-2015 | Issued |

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|----|-------------|-------------|---|--------------------------|------------|-------------|---------|
| US | 14/584,513 | 29-Dec-2014 | Uses of IL-12 in Hematopoiesis | UNIV SOUTHERN CALIFORNIA | 10,029,000 | 24-Jul-2018 | Issued |
| EP | 04777663.8 | 06-Jul-2004 | Uses of IL-12 for Reducing the Toxicity of Chemo- and/or Radio-Therapy | UNIV SOUTHERN CALIFORNIA | 1641431 | 10-Jan-2018 | Granted |
| CN | 03148180.9 | 04-Jul-2003 | Agents, Compositions and Methods for Hematopoietic Recovery | UNIV SOUTHERN CALIFORNIA | 100518817 | 29-Jul-2009 | Granted |
| JP | 2006-517858 | 06-Jul-2004 | Uses of IL-12 in Hematopoiesis | UNIV SOUTHERN CALIFORNIA | 5517394 | 11-Jun-2014 | Granted |
| JP | 2014-181914 | 06-Jul-2004 | Uses of IL-12 in Hematopoiesis | UNIV SOUTHERN CALIFORNIA | 5989727 | 07-Sep-2016 | Granted |
| FR | 04777663.8 | 06-Jul-2004 | Uses of IL-12 for Reducing The Toxicity of Chemo- and/or Radio-Therapy | UNIV SOUTHERN CALIFORNIA | 1641431 | 10-Jan-2018 | Granted |
| IE | 04777663.8 | 06-Jul-2004 | Uses of IL-12 for Reducing The Toxicity of Chemo- and/or Radio-Therapy | UNIV SOUTHERN CALIFORNIA | 1641431 | 10-Jan-2018 | Granted |
| DE | 04777663.8 | 06-Jul-2004 | Uses of IL-12 for Reducing The Toxicity of Chemo- and/or Radio-Therapy | UNIV SOUTHERN CALIFORNIA | 1641431 | 10-Jan-2018 | Granted |
| US | 12/430,016 | 24-Apr-2009 | A Method of Increasing Survival of a Human Subject Having Exposure to an Acute Exposure to Non-Therapeutic Whole Body Ionization by Administering a Therapeutically Effective Dose of IL-12 | NEUMEDICINES INC. | 8,921,315 | 30-Dec-2014 | Issued |
| US | 13/575,289 | 04-Sep-2012 | A Method for Treating Brain Cancer Using a Novel Tumor Suppressor Gene and Secreted Factor | NEUMEDICINES INC. | 8,735,342 | 27-May-2014 | Issued |
| US | 13/697,940 | 30-Jan-2013 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 9,878,012 | 30-Jan-2018 | Issued |
| JP | 2013-511320 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 6267510 | 05-Jan-2018 | Granted |
| CA | 2,800,348 | 18-May- | IL-12 Formulations for | NEUMEDICINES | 2,800,348 | 21-Jul- | Granted |

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|----|----------------|-------------|---|-------------------|----------------|-------------|---------|
| US | 13/824,224 | 2011 | Enhancing Hematopoiesis Uses of IL-12 and the IL-12 Receptor Positive Cell in Tissue Repair and Regeneration | INC. | 8,962,317 | 2020 | Issued |
| EP | 12801163.2 | 13-Jun-2012 | Mitigation of Radiation/Cutaneous Combined Injury with Rmuil-12 | NEUMEDICINES INC. | 2718456 | 24-Apr-2019 | Granted |
| JP | 2014-515934 | 13-Jun-2012 | Mitigation of Radiation/Cutaneous Combined Injury with Rmuil-12 | NEUMEDICINES INC. | 6005736 | 16-Sep-2016 | Granted |
| US | 14/125,887 | 17-Mar-2014 | Mitigation of Cutaneous Injury with IL-12 | NEUMEDICINES INC. | 9,925,246 | 27-Mar-2018 | Issued |
| DE | 602012059395.4 | 13-Jun-2012 | Mitigation of Radiation/Cutaneous Combined Injury with Rmuil-12 | NEUMEDICINES INC. | 602012059395.4 | 24-Apr-2019 | Granted |
| EP | 12817129.5 | 27-Jul-2012 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | 2736530 | 06-Jun-2018 | Granted |
| DE | 602012047252.9 | 27-Jul-2012 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | 2736530 | 06-Jun-2018 | Granted |
| CA | 2,843,014 | 27-Jul-2012 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | 2,843,014 | 21-Jan-2020 | Granted |
| US | 13/745,698 | 18-Jan-2013 | Methods for Radiation Protection by Administering IL-12 | NEUMEDICINES INC. | 9,636,381 | 02-May-2017 | Issued |
| US | 14/372,738 | 16-Jul-2014 | IL-12 for Radiation Protection and Radiation-Induced Toxicity Mitigation | NEUMEDICINES INC. | 9,616,106 | 11-Apr-2017 | Issued |
| AU | 2015338995 | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | Pending |
| CA | 2,966,217 | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | Pending |
| CN | 201580071432.4 | 30-Oct- | IL-12 Compositions and | NEUMEDICINES | | | Pending |

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| | | 2015 | Methods of Use in Hematopoietic Recovery | INC. | | | | |
| KR | 10-2017-7014517 | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | | Pending |
| TH | 1701002384 | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | | Pending |
| US | 16/291,999 | 04-Mar-2019 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | | Pending |
| AU | 2015338998 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | | Pending |
| CN | 201580071486.0 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | | Pending |
| KR | 10-2017-7014518 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | | Pending |
| HK | 18110202.3 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | | Pending |
| US | 63/042,695 | 23-Jun-2020 | IL-12 as an Adjuvant for Infectious Disease Vaccines | NEUMEDICINES INC. | | | | Pending |
| TH | 1701002383 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | | Pending |

| INACTIVE CASES | | | | | | | | |
|----------------|-------------------|-------------|---------------------------------|-------------------|------------|------------|------------|--|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Issue Date | Status | |
| US | 62/607,904 | 19-Dec-2017 | Effective IL-12 Dosing Regimens | NEUMEDICINES INC. | | | Expired | |
| US | 62/703,264 | 25-Jul-2018 | Effective IL-12 Dosing Regimens | NEUMEDICINES INC. | | | Expired | |
| WO | PCT/US2018/066596 | 19-Dec-2018 | Effective IL-12 Dosing Regimens | NEUMEDICINES INC. | | | 30 MO DONE | |

| INACTIVE CASES | | | | | | |
|----------------|-------------------|-------------|--|--------------------------|------------|------------|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Status |
| US | 62/613,628 | 04-Jan-2018 | Cell-Based Therapies Combined With IL-12 For Treating Cancer | NEUMEDICINES INC. | | Expired |
| WO | PCT/US2019/012423 | 04-Jan-2019 | Cell-Based And Immune Checkpoint Inhibitor Therapies Combined With IL-12 For Treating Cancer | NEUMEDICINES INC. | | 30 MO DONE |
| US | 62/671,249 | 14-May-2018 | Immune Checkpoint Inhibitor Therapies Combined With IL-12 For Treating Cancer | NEUMEDICINES INC. | | Expired |
| US | 62/613,625 | 04-Jan-2018 | Interleukin-12: Treatment For Age-Related Macular Degeneration | NEUMEDICINES INC. | | Abandoned |
| US | 62/796,420 | 24-Jan-2019 | Interleukin-12: Treatment For Age-Related Macular Degeneration | NEUMEDICINES INC. | | Abandoned |
| WO | PCT/US2017/042600 | 18-Jul-2017 | Uses of IL-12 as a Replacement Immunotherapeutic | NEUMEDICINES INC. | | 30 MO DONE |
| KR | 10-2019-7004622 | 18-Jul-2017 | Uses of IL-12 as a Replacement Immunotherapeutic | NEUMEDICINES INC. | | Abandoned |
| JP | 2019-503344 | 18-Jul-2017 | Uses of IL-12 as a Replacement Immunotherapeutic | NEUMEDICINES INC. | | Abandoned |
| US | 62/363,648 | 18-Jul-2016 | IL-12 as a Replacement Immunotherapeutic | NEUMEDICINES INC. | | Expired |
| US | 60/438,059 | 02-Jan-2003 | Growth Factor and Cell Membrane-Bound Splice Variant | UNIV SOUTHERN CALIFORNIA | | Expired |
| WO | PCT/US2003/041742 | 31-Dec-2003 | Growth Factor and Cell Membrane-Bound Splice Variant | UNIV SOUTHERN CALIFORNIA | | 30 MO DONE |
| US | 60/485,170 | 03-Jul-2003 | Agents, Compositions and Methods For | UNIV SOUTHERN CALIFORNIA | | Expired |

| INACTIVE CASES | | | | | | | |
|----------------|-------------------|-------------|--|--------------------------|------------|-------------|------------|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Issue Date | Status |
| | | | Hematopoietic Recovery | | | | |
| WO | PCT/US2004/021710 | 06-Jul-2004 | Uses of Interleukin-12 in Hematopoiesis | UNIV SOUTHERN CALIFORNIA | | | 30 MO DONE |
| JP | 2011-206816 | 06-Jul-2004 | Uses of IL-12 in Hematopoiesis | UNIV SOUTHERN CALIFORNIA | | | Abandoned |
| US | 61/125,508 | 24-Apr-2008 | Use of Interleukin 12 to Increase Survival and Hematopoietic Recovery Following Acute Exposure to Ionizing Radiation | BASILE LENA A | | | Expired |
| US | 14/577,529 | 19-Dec-2014 | Use of IL-12 to Increase Survival | BASILE LENA A | | | Abandoned |
| US | 13/353,179 | 18-Jan-2012 | Use of IL-12 to Increase Survival Following Acute Exposure to Ionizing Radiation | BASILE LENA A | | | Abandoned |
| US | 61/298,641 | 27-Jan-2010 | A Method for Treating Brain Cancer Using a Novel Tumor Suppressor Gene and Secreted Factor | BASILE LENA A | | | Expired |
| US | 14/252,418 | 14-Apr-2014 | A Method for Treating Brain Cancer Using a Novel Tumor Suppressor Gene and Secreted Factor | NEUMEDICINES INC. | 9,463,219 | 11-Oct-2016 | Abandoned |
| WO | PCT/US2011/022776 | 27-Jan-2011 | A Method for Treating Brain Cancer Using a Novel Tumor Suppressor Gene and Secreted Factor | BASILE LENA A | | | 30 MO DONE |
| US | 61/345,986 | 18-May-2010 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | | | Expired |
| US | 15/881,064 | 26-Jan-2018 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | | | Abandoned |
| WO | PCT/US2011/036936 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | | | 30 MO DONE |
| EP | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |

| INACTIVE CASES | | | | | | | |
|----------------|-----------------|-------------|--|-------------------|------------|-------------|-----------|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Issue Date | Status |
| JP | 2016-089971 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | | | Abandoned |
| FR | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| IE | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| DK | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| FI | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| LU | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| DE | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| BE | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| NL | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| SE | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| CH | 11721959.2 | 18-May-2011 | IL-12 Formulations for Enhancing Hematopoiesis | NEUMEDICINES INC. | 2571516 | 15-Nov-2017 | Lapsed |
| US | 61/387,419 | 28-Sep-2010 | IL-12 Receptor Positive Stem Cell and Uses Thereof in Hematopoiesis and Tissue Repair and Regeneration | BASILE LENA A | | | Expired |
| US | 61/405,584 | 21-Oct-2010 | IL-12 Receptor Positive Stem Cell and Uses Thereof in Hematopoiesis and Tissue Repair and Regeneration | BASILE LENA A | | | Expired |
| US | 61/409,407 | 02-Nov-2010 | Methods Of Promoting IL-12 Mediated Bone Marrow Proliferation | BASILE LENA A | | | Expired |
| US | 61/477,130 | 19-Apr- | IL-12 Receptor Positive | BASILE LENA A | | | Expired |

| INACTIVE CASES | | | | | | | |
|----------------|-------------------|-------------|--|-------------------|------------|-------------|------------|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Issue Date | Status |
| | | 2011 | Stem Cell and Uses Thereof in Hematopoiesis and Tissue Repair and Regeneration | | | | |
| US | 14/469,332 | 26-Aug-2014 | Uses of IL-12 and the IL-12 Receptor Positive Cell in Tissue Repair and Regeneration | BASILE LENA A | | | Abandoned |
| WO | PCT/US2011/053450 | 27-Sep-2011 | Uses of IL-12 and the IL-12 Receptor Positive Cell in Tissue Repair and Regeneration | BASILE LENA A | | | 30 MO DONE |
| CA | 2,812,310 | 27-Sep-2011 | Uses of IL-12 and the IL-12 Receptor Positive Cell in Tissue Repair and Regeneration | BASILE LENA A | | | Abandoned |
| US | 61/496,472 | 13-Jun-2011 | Mitigation of Radiation/Cutaneous Combined Injury with Rmuil-12 | NEUMEDICINES INC. | | | Expired |
| US | 61/528,053 | 26-Aug-2011 | Expression of IL-12b2 of Full-Thickness Skin Injuries Induced in Mice | NEUMEDICINES INC. | | | Expired |
| WO | PCT/US2012/042165 | 12-Dec-2013 | Mitigation of Cutaneous Injury with IL-12 | NEUMEDICINES INC. | | | 30 MO DONE |
| CA | 2,839,261 | 13-Jun-2012 | Mitigation of Cutaneous Injury with IL-12 | NEUMEDICINES INC. | | | Abandoned |
| US | 61/512,344 | 27-Jul-2011 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | | | Expired |
| WO | PCT/US2012/048540 | 27-Jul-2012 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | | | 30 MO DONE |
| US | 14/234,959 | 21-Feb-2014 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | | | Abandoned |
| FR | 12817129.5 | 27-Jul-2012 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | 2736530 | 06-Jun-2018 | Lapsed |
| IE | 12817129.5 | 27-Jul- | Use of IL-12 to Generate | NEUMEDICINES | 2736530 | 06-Jun-2018 | Lapsed |

| INACTIVE CASES | | | | | | | |
|----------------|------------------|-------------|---|-------------------|------------|-------------|------------|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Issue Date | Status |
| | | 2012 | Endogenous Erythropoietin | INC. | | | |
| LU | 12817129.5 | 27-Jul-2012 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | 2736530 | 06-Jun-2018 | Lapsed |
| CH | 12817129.5 | 27-Jul-2012 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | 2736530 | 06-Jun-2018 | Lapsed |
| GB | 12817129.5 | 27-Jul-2012 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | 2736530 | 06-Jun-2018 | Lapsed |
| US | 16/725,896 | 23-Dec-2019 | Use of IL-12 to Generate Endogenous Erythropoietin | NEUMEDICINES INC. | | | Abandoned |
| US | 61/588,098 | 18-Jan-2012 | Uses of IL-12 to Protect Systems, Organs and Tissues From Radiation-Induced Damage | NEUMEDICINES INC. | | | Expired |
| US | 61/734,364 | 06-Dec-2012 | Uses of IL-12 for Radiation Protection in the Treatment of Cutaneous T-Cell Lymphoma (Ctcl) | NEUMEDICINES INC. | | | Expired |
| WO | PCT/US2013/02319 | 18-Jan-2013 | IL-12 for Radiation Protection and Radiation-Induced Toxicity Mitigation | NEUMEDICINES INC. | | | 30 MO DONE |
| EP | 13775478.4 | 18-Jan-2013 | IL-12 for Radiation Protection and Radiation-Induced Toxicity Mitigation | NEUMEDICINES INC. | | | Abandoned |
| CA | 2,862,290 | 18-Jan-2013 | IL-12 for Radiation Protection and Radiation-Induced Toxicity Mitigation | NEUMEDICINES INC. | | | Abandoned |
| JP | 2014-553494 | 18-Jan-2013 | IL-12 for Radiation Protection and Radiation-Induced Toxicity Mitigation | NEUMEDICINES INC. | | | Abandoned |
| JP | 2017-112146 | 18-Jan-2013 | IL-12 for Radiation Protection and Radiation-Induced Toxicity Mitigation | NEUMEDICINES INC. | | | Abandoned |

| INACTIVE CASES | | | | | | | |
|----------------|-------------------|-------------|--|-------------------|------------|------------|---|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Issue Date | Status |
| | | | Mitigation | | | | |
| JP | 2018-191354 | 18-Jan-2013 | IL-12 for Radiation Protection and Radiation-Induced Toxicity Mitigation | NEUMEDICINES INC. | | | Abandoned |
| US | 61/779,919 | 13-Mar-2013 | Endogenous Vaccine for Cancer and Infectious Diseases | NEUMEDICINES INC. | | | Expired |
| WO | PCT/US2014/026313 | 13-Mar-2014 | Endogenous Vaccine for Cancer and Infectious Diseases | NEUMEDICINES INC. | | | 30 MO DONE |
| US | 14/775,461 | 11-Sep-2015 | Endogenous Vaccine for Cancer and Infectious Diseases | NEUMEDICINES INC. | | | Abandoned |
| US | 62/073,197 | 31-Oct-2014 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | Expired |
| US | 14/928,439 | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | Abandoned |
| WO | PCT/US2015/058355 | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | 30 MO DONE |
| EP | 15853989.0 | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | Abandoned |
| IL | 251957 | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | Abandoned |
| JP | 2017-542805 | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | Abandoned |
| SG | 11201703515Y | 30-Oct-2015 | IL-12 Compositions and Methods of Use in Hematopoietic Recovery | NEUMEDICINES INC. | | | Abandoned *Can be revived if petition filed by April 5, 2021 |

| INACTIVE CASES | | | | | | | |
|----------------|-------------------|-------------|---|-------------------|------------|------------|---|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Issue Date | Status |
| EP | 15854096.3 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | Abandoned |
| US | 62/073,220 | 31-Oct-2014 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | Expired |
| US | 14/928,499 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | Abandoned |
| WO | PCT/US2015/058363 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | 30 MO DONE |
| CA | 2,966,218 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | Abandoned |
| IL | 251956 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | Abandoned |
| JP | 2017-542806 | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | Abandoned |
| SG | 11201703516X | 30-Oct-2015 | Uses of IL-12 as an Hematopoietic Immunotherapy (Hit) | NEUMEDICINES INC. | | | Abandoned *Can be revived if petition filed by April 5, 2021 |
| US | 62/671,224 | 14-May-2018 | Novel Glycosylation Variants of Recombinant Human Interleukin-12 and Methods of Use Thereof | NEUMEDICINES INC. | | | Expired |
| US | 62/861,206 | 13-Jun-2019 | Optimized IL-12 Glycosylation Variants | NEUMEDICINES INC. | | | Expired |
| US | 62/671,233 | 14-May-2018 | IL-12 as an Adjuvant for Infectious Disease Vaccines | NEUMEDICINES INC. | | | Expired |
| US | 62/671,243 | 14-May-2018 | Use of IL-12 in the Prevention and Treatment | NEUMEDICINES INC. | | | Expired |

| INACTIVE CASES | | | | | | | |
|----------------|-----------------|-------------|---|-----------------------------|------------|-------------|--------|
| Country | Application No. | Filing Date | Application Title | Owner | Patent No. | Issue Date | Status |
| LU | 04777663.8 | 06-Jul-2004 | of Osteoporosis Uses of IL-12 for Reducing The Toxicity of Chemo- and/or Radio-Therapy | UNIV SOUTHERN CALIFORNIA | 1641431 | 10-Jan-2018 | Lapsed |
| BE | 04777663.8 | 06-Jul-2004 | Uses of IL-12 for Reducing The Toxicity of Chemo- and/or Radio-Therapy | UNIV SOUTHERN CALIFORNIA | 1641431 | 10-Jan-2018 | Lapsed |
| CH | 04777663.8 | 06-Jul-2004 | Uses of IL-12 for Reducing The Toxicity of Chemo- and/or Radio-Therapy | UNIV SOUTHERN CALIFORNIA | 1641431 | 10-Jan-2018 | Lapsed |

EXHIBIT B

Assumed Executory Contracts

1. That certain Exclusive License Agreement dated May 4, 2006, between the University of Southern California and Neumedicines LLC.
2. That certain Master Service Agreement dated March 6, 2012, between Neumedicines Inc. and BioReliance Corporation for the storage of cell banks owned by Neumedicines Inc.

EXHIBIT C

Assumed Liabilities

1. Obligations arising after the Closing Date under any Assumed Executory Contract (listed on Exhibit B to this Agreement).

EXHIBIT D

Excluded Assets

1. All Cash and Cash Equivalents of Seller, including resulting from the exercise of any stock option or warrants issued by or to Seller.
2. All Excluded Claims.
3. All of Seller's rights under any Contract that is not an Assumed Executory Contract.
4. All checking, savings, and deposit accounts of Seller, and all securities accounts of Seller.
5. All Accounts Receivable.
6. All claims, prepayments, deposits (including security deposits and equipment deposits), refunds, rights of recovery, rights of setoff, rights of recoupment, and prepaid items relating to or arising from the Excluded Assets or the Excluded Liabilities.
7. All benefit, retirement, pension, or similar plans relating to employees of Seller.
8. All rights, claims, or causes of action that Seller may have against any Person with respect to any Excluded Asset or Excluded Liability.
9. Any asset of Seller, which would constitute an Acquired Asset (if owned by Seller on the Closing Date) that is conveyed or otherwise disposed of during the period from the date of this Agreement to the Closing Date to the extent such conveyance or other disposal is permitted under, and not prohibited by, Section 7.3 of this Agreement.
10. All losses, loss carry forwards and rights to receive refunds or credits with respect to any and all Taxes of Seller incurred or accrued on or before the Closing Date.
11. All corporate seals, minute books, charter documents, corporate stock record books, original tax and financial records and such other files, books and records of Seller that Seller is required by Law to retain or that exclusively relate to the Excluded Assets and Excluded Liabilities; provided, however, that Seller shall provide Purchaser with reasonable access to and copies of any such materials.
12. All shares of capital stock or other equity interests in Seller.
13. All insurance providing coverage for current and former directors and officers and all claims related thereto and proceeds thereof.

EXHIBIT E

FORM OF BILL OF SALE

THIS BILL OF SALE dated as of [●], 2020, by and among KARYOPHARM THERAPEUTICS INC., a Delaware corporation (“Purchaser”), and NEUMEDICINES INC., a California corporation (“Seller”).

WHEREAS, the parties hereto have entered into an Asset Purchase Agreement dated as of November 24, 2020 (the “Purchase Agreement”) providing for the acquisition by Purchaser of certain assets of Seller, and the parties now desire to carry out such transaction by Seller’s execution and delivery to Purchaser of this instrument evidencing the vesting in Purchaser of all of the assets and rights of Seller hereinafter described. Capitalized terms used but not defined herein have the meanings given them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to Seller in hand paid pursuant to the Purchase Agreement, at or before the execution and delivery hereof, the receipt and sufficiency of which by Seller is hereby acknowledged, Seller hereby conveys, grants, sells, transfers, sets over, assigns, remises, releases and delivers unto Purchaser, its successors and assigns forever, effective as of 12:01 a.m. Pacific Time on the date hereof (the “Effective Time”), all of Seller’s right, title and interest in and to the Acquired Assets, free and clear of any Encumbrances, without representation or warranty, express or implied.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS OTHER THAN AS SET FORTH IN THE PURCHASE AGREEMENT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT, IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

Seller hereby covenants that, from time to time after the delivery of this instrument, at Purchaser’s request and without further consideration, Seller will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required, and in form and substance reasonably acceptable to Seller, to

effectively convey, transfer to and vest in Purchaser, and to put Purchaser in possession of, any of the Acquired Assets.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Purchaser and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of Purchaser and its successors and assigns.

This instrument is executed by, and shall be binding upon, Seller and its successors and assigns for the uses and purposes above set forth and referred to, effective as of the Effective Time.

This instrument shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California, without regard to its conflict of law principle provisions.

To the extent this Bill of Sale is inconsistent with any terms or conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

This instrument may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale or caused this Bill of Sale to be executed on their behalf by a duly authorized officer as of the date first set forth above.

SELLER:

NEUMEDICINES INC.

By: _____
Name:
Title:

PURCHASER:

KARYOPHARM THERAPEUTICS INC.

By: _____

Name: Michael Kauffman

Title: Chief Executive Officer

EXHIBIT F

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is entered into as of [●], 2020, by and among NEUMEDICINES INC., a California corporation (“Assignor”), and KARYOPHARM THERAPEUTICS INC., a Delaware corporation (“Assignee”).

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of November 24, 2020 (the “Purchase Agreement”; capitalized terms used but not otherwise defined herein have the meanings given them in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth therein and herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Effective as of 12:01 a.m. Pacific Time on the date hereof, Assignor hereby sells, transfers and assigns (collectively the “Assignment”) to the Assignee, and Assignee hereby assumes and agrees to pay, perform and discharge, each and all of the Assumed Liabilities, as that term is defined in the Purchase Agreement.

2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California, without regard to its conflict of law principle provisions and rules.

4. To the extent this Agreement is inconsistent with any terms or conditions in the Purchase Agreement, the Purchase Agreement shall control.

5. This Agreement may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR:

NEUMEDICINES INC.

By: _____
Name:
Title:

ASSIGNEE:

KARYOPHARM THERAPEUTICS INC.

By:_____

Name: Michael Kauffman

Title: Chief Executive Officer

EXHIBIT G
FORM OF ROYALTY AGREEMENT
ROYALTY AGREEMENT

This Royalty Agreement (this “**Agreement**”) is effective as of _____ (the “**Effective Date**”) by and between NEUMEDICINES INC., a California corporation (“**Seller**”), and KARYOPHARM THERAPEUTICS INC., a Delaware corporation (“**Purchaser**”). Seller and Purchaser are each hereafter referred to individually as a “**Party**” and together as the “**Parties**”.

WHEREAS, pursuant to that certain Asset Purchase Agreement between Seller and Purchaser dated as of [_____] (the “**Asset Purchase Agreement**”), Seller is selling to Purchaser, and Purchaser is purchasing from Seller, the Acquired Assets including the IL-12 Patents in accordance with the terms and conditions set forth therein;

WHEREAS, as part of the purchase price for the Acquired Assets (as defined in the Asset Purchase Agreement), Purchaser has agreed to, among other things, pay to Seller royalties on the sale or other disposition of the IL-12 Products (as defined below), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows.

ARTICLE I.

DEFINITIONS

Whenever used in the Agreement with an initial capital letter, the terms defined in this Article 1 shall have the meanings specified below. Terms used in this Agreement but not defined have the meaning set forth in the Asset Purchase Agreement.

1.1 “**Auditor**” has the meaning assigned in Section 3.2.

1.2 “**Combination Product**” means an IL-12 Product that is: (a) sold in the form of a combination together with one or more other therapeutically active pharmaceutical or biologic agents (whether coformulated or copackaged or otherwise sold together for a single price); (b) sold for a single invoice price together with any (i) delivery device, instrument, apparatus or component therefor, (ii) companion diagnostic test related to any IL-12 Product; or (iii) product, process, service or therapy other than Interleukin-12; or (c) defined as a “combination product” by the FDA pursuant to 21 C.F.R. §3.2(e) or its foreign equivalent.

1.3 “**Contingent PRV Payment**” has the meaning assigned in Section 2.1.

1.4 “**Cover**” means, with respect a Patent and any product, that such product would, but for ownership of or a license under such Patent, be infringed by the making, having made, using, selling, offering for sale, or importing such product; in each case in the applicable country in which such activity occurred. “**Covering**” and “**Covered by**” have correlating meanings.

1.5 “**Existing Product**” means any therapeutic product that includes: (a) recombinant human Interleukin-12 as an active ingredient substantially in the form included in Seller’s HemaMax™ product as of the Effective Date; or (b) any other Interleukin-12 as an active ingredient that is derived from cell lines within the Acquired Assets; or (c) a derivative of either (a) or (b).

1.6 “**IL-12 Patents**” means all Patents within the Acquired Assets that Cover Interleukin-12 or the use thereof as a therapeutic product.

1.7 “**IL-12 Product**” means: (a) any therapeutic product that is Covered by a Valid Claim of the IL-12 Patents (an “**IL-12 Patent Product**”); or (b) any therapeutic product that includes Interleukin-12 as an active ingredient but that is not an IL-12 Patent Product (an “**IL-12 Non-Patent Product**”).

1.8 “**Licensee**” means any Third Party to which Purchaser grants any rights to commercialize the IL-12 Product in the Territory.

1.9 “**Maximum Royalty Amount**” has the meaning assigned in Section 2.1.

1.10 “**Net Cash Proceeds**” means the gross cash proceeds received by Purchaser or its Affiliates (including the fair market value of any non-cash consideration received) as consideration of any sale or license of the Priority Review Voucher (or the rights of Purchaser therein) less the sum of the following, to the extent applicable: (a) reasonable and documented external expenses incurred by Purchaser after the Effective Date in connection with such sale, (b) any amount contractually owing to any un-Affiliated third party other than Seller in connection with such sale, on account of any contract entered into by Seller, (c) transfer taxes paid or payable to any taxing authorities by Purchaser in connection with such sale, and (d) net income taxes to be paid in connection with such sale.

1.11 **Net Sales.**

(a) “**Net Sales**” means with respect to any IL-12 Product, the gross amount invoiced in a country by Purchaser or its Affiliates or Licensees (each of the foregoing Persons, a “**Selling Party**”) for the sale or other disposition of such IL-12 Product in such country to Third Parties (including Third Party distributors), less the following deductions:

(i) sales returns and allowances actually paid, granted or accrued on such IL-12 Product, including trade, quantity, prompt pay and cash discounts, and any other adjustments, including those granted on account of price adjustments or billing errors;

(ii) credits or allowances given or made for rejection, recall, return, or wastage replacement of, and for uncollectible amounts on, such IL-12 Product or for rebates or retroactive price reductions (including Medicare, Medicaid, copay assistance, managed care, and similar types of rebates and chargebacks);

(iii) taxes, duties, or other governmental charges levied on or measured by the billing amount for such IL-12 Product, as adjusted for rebates and refunds, including pharmaceutical excise taxes (such as those imposed on a IL-12 Product by the United States Patient Protection and Affordable Care Act of 2010 and other comparable laws), but which will not include any tax, duty, or other charge imposed on or measured by net income (however denominated) or any franchise taxes, branch profits taxes, or similar tax;

(iv) charges for freight, customs, and insurance related to the distribution of such IL-12 Product and wholesaler and distributor administration fees; and

(v) other future similar deductions on such IL-12 Product, taken in the ordinary course of business or in accordance with GAAP and Purchaser's standard practices uniformly applied.

Such amounts will be determined consistent with a Selling Party's standard practices uniformly applied and in accordance with GAAP. It is understood that any accruals for individual items reflected in Net Sales are periodically (at least quarterly) trued up and adjusted by each Selling Party consistent with its standard practices uniformly applied and in accordance with GAAP.

(b) Notwithstanding anything to the contrary set forth in this Agreement, Net Sales will not be imputed to transfers of IL-12 Product to Third Parties as part of any expanded access program, any compassionate sales or use program (including named patient program or single patient program), any indigent program, as bona fide samples, as donations, for the performance of clinical trials, or for similar bona fide business purposes without consideration in accordance with applicable Law.

(c) Sale or transfer of IL-12 Products between any of the Selling Parties will not result in any Net Sales, with Net Sales to be based only on any subsequent sales or dispositions to a non-Selling Party. To the extent that any Selling Party receives consideration other than or in addition to cash upon the sale or disposition of a IL-12 Product to a non-Selling Party, Net Sales will be calculated based on the average price charged for such IL-12 Product, as applicable, during the preceding quarterly period, or in the absence of such sales, based on the fair market value of the IL-12 Products, as reasonably determined by Purchaser. Notwithstanding anything to the contrary: (i) Net Sales will not include amounts or other consideration received by a Selling Party from a non-Selling Party in consideration of the grant of a sublicense or co-promotion or distribution right to such non-Selling Party, provided that such consideration is not in lieu of all or a portion of the transfer price of the IL-12 Product; and (ii) Net Sales by a Selling

Party to a non-Selling Party consignee are not recognized as Net Sales by such Selling Party until the non-Selling Party consignee sells the IL-12 Product.

(d) Combination Products.

(i) In the case of any Combination Product sold in a given country in the Territory, Net Sales for the purpose of determining royalties of the Combination Product in such country will be calculated by multiplying actual Net Sales of such Combination Product by the fraction $A/(A+B)$, where A is the gross invoice price of the IL-12 Product if sold separately in such country, and B is the total gross invoice price of the non-Interleukin-12 components in such Combination Product (the “**Other Components**”), if sold separately.

(ii) If, on a country-by-country basis, the IL-12 Product is sold separately in a country, but the Other Components in the Combination Product are not sold separately in such country, then Net Sales for the purpose of determining royalties of the Combination Product for such country will be calculated by multiplying actual Net Sales of the Combination Product by the fraction A/C , where A is the invoice price of the IL-12 Product if sold separately in such country, and C is the invoice price of the Combination Product in such country.

(iii) If, on a country-by-country basis, the IL-12 Product in the Combination Product is not sold separately in such country, but the Other Components included in the IL-12 Product are sold separately in such country, then Net Sales for the purpose of determining royalties of the Combination Product for such country will be calculated by multiplying actual Net Sales of the Combination Product by the fraction $C-B/C$, where B is the gross invoice price of the Other Components included in such Combination Product if sold separately in such country, and C is the gross invoice price of the Combination Product in such country.

(iv) If neither the IL-12 Product nor the Other Components are sold separately in a given country, then Net Sales will be calculated based on Purchaser’s reasonable estimate of the fair market value of the IL-12 Product and each of the Other Components included in such Combination Product when sold in such country.

1.12 “**Proceeding**” means any action, cause of action, suit, claim, investigation, audit, demand, hearing or proceeding, whether civil, criminal, administrative, or arbitral, whether at law or in equity and whether before any governmental authority.

1.13 “**Royalty Payment**” has the meaning assigned in Section 2.1.

1.14 “**Territory**” means all countries and jurisdictions of the world.

1.15 “**Valid Claim**” means: (a) a claim of an issued and unexpired patent (as may be extended through supplementary protection certificate or patent term extension or the like) that has not been revoked, held invalid, or unenforceable by a patent office or other governmental authority of competent jurisdiction and which claim has not been

disclaimed, denied, or admitted to be invalid or unenforceable through reissue, re-examination, or disclaimer or otherwise; or (b) a pending claim of an unissued, pending patent application, which application has been pending for five years or less since the earliest date to which it is entitled to claim priority (but, if a claim of a pending patent application issues more than seven years after the earliest date to which it is entitled to claim priority and otherwise meets the requirements of clause (a), then such claim will once again constitute a Valid Claim for the purposes of this Agreement).

ARTICLE II.

ROYALTY PAYMENTS

2.1 Royalty & Contingent PRV Payment.

(a) Purchaser shall pay to Seller ten percent (10%) of the Net Cash Proceeds resulting from any sale or assignment by Purchaser or its Affiliates of the Priority Review Voucher to a Third Party (the “**Transfer**”).

(b) The Transfer will be deemed to have occurred (a “**Deemed Transfer**”) upon the earliest to occur of: (i) Purchaser’s written notice to Seller within ninety (90) days after receiving the Priority Review Voucher that Purchaser does not intend to Transfer the Priority Review Voucher; or (ii) the Priority Review Voucher is not actually Transferred prior to one hundred eighty (180) days after receipt thereof. If Purchaser assigns all or substantially all of its rights under any of the IL-12 Patents (including a sale or other transfer of an entity for which the IL-12 Patents comprise all or a substantial portion of such entity’s assets) to a Third Party prior to the occurrence of a Transfer or Deemed Transfer, Purchaser will provide Seller written notice prior to ten (10) days after such assignment, and such assignment will be a Deemed Transfer unless: (x) the assignee has agreed in writing to assume Purchaser’s Contingent PRV Payment obligations hereunder and (y) Seller elects, by written notice to Purchaser no later than ten (10) days after receipt of the notice of assignment, to permit the assignee to assume Purchaser’s Contingent PRV Payment obligations hereunder or to have the valuation described below conducted after (and to defer the corresponding payment obligation unless and until) the Priority Review Voucher is received. If a Deemed Transfer occurs, the Parties shall use diligent commercially reasonable efforts to cause the fair market value of the Priority Review Voucher to be determined by a reputable, experienced, independent appraiser agreed upon by the Parties (and if the Parties cannot agree on an appraiser, Seller may submit the matter to JAMS to select an appraiser) within ninety (90) days after the date upon which the Deemed Transfer occurs. For clarity, the appraiser will consider all factors relevant to the valuation of the Priority Review Voucher, including the probability of the Priority Review Voucher issuing in the circumstance where valuation occurs prior to issuance. The Parties shall share equally in the costs of the appraiser. In the event of a Deemed Transfer, Purchaser shall pay Seller ten percent (10%) of fair market value of the Priority Review Voucher as determined by the appraiser.

(c) The amount ultimately required to be paid by Purchaser to Seller under Section 2.1(a) or 2.1(b) shall be referred to as the “**Contingent PRV Payment**.” For purposes of clarification, the Contingent PRV Payment will be payable only once.

(d) Subject to the other terms and conditions of this Agreement, commencing on the Effective Date, Purchaser shall pay to Seller, on a country by country basis in the Territory, a royalty equal to:

(i) five percent (5%) of Net Sales of any IL-12 Patent Product; and

(ii) three percent (3%) of Net Sales of any IL-12 Non-Patent Product that is an Existing Product;

(iii) one and one-half percent (1.5%.) of Net Sales of any IL-12 Non-Patent Product that is not an Existing Product (the amounts described in subclauses (i), (ii) and (iii) collectively, the “**Royalty Payment**”).

(e) Notwithstanding anything to the contrary set forth in this Agreement:

(i) Purchaser’s obligation to make any Royalty Payments will expire after Purchaser has paid Seller a cumulative total of Sixty-Five Million United States Dollars in Royalty Payments (the “**Maximum Royalty Amount**”); and

(ii) Seller shall not be obligated to return or repay the Contingent PRV Payment or any Royalty Payment received hereunder except to the extent the cumulative total of Royalty Payments received by Seller exceeds the Maximum Royalty Amount, it being agreed that Purchaser’s sole recourse for negative adjustments to the Contingent PRV Payment or any Royalty Payment shall be to offset against future Royalty Payments.

2.2 Payment Terms & Reporting.

(a) *Contingent PRV Payment.* Purchaser shall pay the Contingent PRV Payment in immediately available funds within thirty (30) days following receipt of the Net Cash Proceeds for the Transfer or date of the Deemed Transfer. On such date Purchaser also shall deliver a report to Seller that contains a detailed calculation of the Contingent PRV Payment.

(b) *Royalty Payment Terms.* Purchaser shall make all Royalty Payments owed to Seller hereunder in arrears, within ninety (90) days after the end of each calendar quarter in which such

payment accrues. Royalty Payments shall be made in immediately available funds.

- (c) *Reporting of First Sale.* Purchaser shall report to Seller the date of first sale of an IL-12 Product within thirty (30) days following that sale, as determined pursuant to this Agreement.
- (d) *Quarterly Sales Reports.* Starting when the date of first sale of an IL-12 Product has occurred, Purchaser shall deliver to Seller within thirty (30) days after the end of each calendar quarter a written report itemized by each Selling Party that details (i) for each country in the Territory in which sales of IL-12 Products occurred in the calendar quarter covered by such report, the gross sales and Net Sales in each country's currency, (ii) the royalties payable in each country's currency, including an accounting of deductions taken in the calculation of Net Sales, (iii) the applicable exchange rate to convert from each country's currency to United States Dollars under this Section 2, (iv) the total Royalty Payment payable in United States Dollars, and (v) any fair market values determined by Purchaser in the calculation of Net Sales and the methodology(ies) used by Purchaser in making any such determinations.

2.3 Overdue Payments. Subject to the other terms of this Agreement, any Royalty Payment or Contingent PRV Payment not paid within the time period set forth in this Section 2 shall bear interest at a rate of one percent (1%) per month from the due date until paid in full, provided that in no event shall said annual rate exceed the maximum interest rate permitted by Law in regard to such payments. Such Royalty Payment or Contingent PRV Payment when made shall be accompanied by all interest so accrued.

2.4 Accounting. All payments hereunder shall be made in the United States in United States dollars. With respect to any payment received by Purchaser on account of an IL-12 Product in a foreign currency, the conversion of such foreign currency to United States dollars shall be made at the conversion rate existing in the United States (as reported in *The Wall Street Journal* or other reputable source for conversion rates that is used by Purchaser in the ordinary course of business) on the last business day of the calendar quarter immediately preceding the applicable calendar quarter in which such payment was received by Purchaser.

2.5 Tax Withholding; Restrictions on Payment. All payments hereunder shall be made free and clear of any taxes, duties, levies, fees or charges, except for withholding taxes (to the extent applicable). Purchaser shall make any applicable withholding payments due on behalf of Seller and shall provide Seller upon request with such written documentation regarding any such payment as available to Purchaser relating to an application by Seller for a foreign tax credit for such payment with the United States Internal Revenue Service.

2.6 Successors and Assigns. No transfer or assignment of the IL-12 Patents (including resulting from the sale or other transfer of an entity for which the IL-12 Patents comprise all or a substantial portion of such entity's assets) shall relieve Purchaser of its obligation to pay to Seller the Royalty Payment or Contingent PRV Payment, unless consented to in writing by Seller. Purchaser covenants that in the event that it transfers or assigns its rights in the IL-12 Patents to any Third Party, it will ensure that such transfer or assignment is made subject to the obligations to pay Contingent PRV Payment and Royalty Payments owed under the terms of this Agreement. Notwithstanding the foregoing, Purchaser shall remain fully responsible for the payment and performance of all obligations to Seller under this Agreement. Purchaser shall provide Seller with at least ten (10) days' prior written notice of any transfer or assignment of IL-12 Patents.

ARTICLE III.

AUDIT & INSPECTION RIGHTS.

3.1 Maintenance of Records. For the term of this Agreement and for not less than two (2) years after the end of the term of this Agreement (or such additional period during which any dispute under this Agreement may be pending), Purchaser shall, and shall ensure that each Selling Party shall, keep at either its normal place of business, or at an off-site storage facility, detailed, accurate and up to date:

(a) records and books of account sufficient to support and detail components of the Net Cash Proceeds and the product sales used in the calculation of Net Sales; and

(b) information and data contained in any invoices or reports accompanying any payment to Seller or provided to Seller in connection with this Agreement.

3.2 Inspection. For the term of this Agreement and for two (2) years after the end of the term of this Agreement, on at least ten (10) Business Days' notice from Seller and no more often than once per calendar year, Purchaser shall make all such records, books of account, information and data concerning payments owed under this Agreement available for inspection during normal business hours by a nationally-recognized, independent, certified public accountant selected by Seller and reasonably acceptable to Purchaser (the "**Auditor**") for the sole purpose of verifying Contingent PRV Payment and Royalty Payments owed under this Agreement. The Auditor will review such records, books of account, information and data at the location that they are normally kept, and shall be entitled to make copies or extracts from such records, books of account, information and data. The Auditor must sign a confidentiality agreement with Purchaser providing that all records, books of account, information and data reviewed by the Auditor shall be treated as Confidential Information of Purchaser and may not be disclosed to any Person (including Seller). The Auditor shall determine the amount of any Contingent PRV Payment and Royalty Payments owed (or confirmation that there are no such payments owed), which determination shall be issued in a writing delivered to both Parties and shall be final and

binding on both Parties. Any underpayment or overpayment of amounts due hereunder shall be paid or refunded by the applicable Party within thirty (30) days after the earlier of (i) the Parties' agreement in writing as to the appropriate overpayment or underpayment or (ii) the final determination by the Auditor.

3.3 Inspection Costs. Seller shall be solely responsible for its costs in making any such review and audit, unless Seller identifies a discrepancy in the calculation of Net Cash Proceeds or Net Sales paid to Seller under this Agreement in any calendar quarter from those properly payable for that calendar quarter of five percent (5%) or greater, in which event Purchaser shall reimburse Seller for the Auditor's fees in conducting such review and pay to Seller any underpayment, plus interest calculated in accordance with Section 2.3.

ARTICLE IV.

NO DILIGENCE.

4.1 No Diligence Obligations. Purchaser and Seller acknowledge and agree that Purchaser will not have any obligation to develop, commercialize or otherwise exploit any IL-12 Product in any country, or to use any level of efforts to develop, commercialize or otherwise exploit IL-12 Product in any country.

ARTICLE V.

MISCELLANEOUS

5.1 Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue until the Contingent PRV Payment and the Maximum Royalty amount have been paid in full. This Agreement may not be earlier terminated by Purchaser or Seller for any reason.

5.2 Resolution of Conflicts; Arbitration.

(a) The Parties shall negotiate in good faith and use reasonable efforts to settle any dispute, controversy or claim arising from or related to this Agreement or the breach thereof.

(b) If a dispute, controversy or claim regarding the Party's performance under or the interpretation of this Agreement (but excluding computational disputes which shall be determined exclusively by the Auditor) that cannot be resolved by the Parties within thirty (30) days, either Party may request confidential mediation by the International Institute for Conflict Prevention & Resolution ("CPR") pursuant to the CPR Mediation Procedure for a period not to exceed thirty (30) days. The Parties will select a mediator from the CPR Panels of Distinguished Neutrals ("CPR Panels"). If such dispute, claim or controversy is not

resolved by mediation within sixty (60) days, then it will be submitted for final and binding arbitration pursuant to Section 5.2(c) through 5.2(i).

(c) Any dispute, controversy or claim regarding the Party's performance under or the interpretation of this Agreement (but excluding computational disputes which shall be determined exclusively by the Auditor) that is not resolved by the parties or mediation as set forth above will be resolved by another independent nationally reputable accounting firm mutually agreed between the Parties or by binding arbitration administered by JAMS, Inc. (or its successor) pursuant to its rules. For a dispute, controversy or claim that is not covered by the previous sentence and is not resolved within a period of sixty (60) days after the original notice thereof, either Party may demand that it shall be resolved by binding arbitration administered by JAMS, Inc. (or its successor) pursuant to its rules.

(d) The arbitration described in Section 5.2(a) shall be conducted by a panel of three (3) neutral arbitrators, each of whom shall have significant legal or business experience in the pharmaceutical industry, and none of whom shall be a current or former employee or director, or a current or former significant shareholder, of either Party or any of their respective Affiliates. Within thirty (30) days after initiation of arbitration, each Party shall select one (1) person to act as arbitrator and the two (2) Party-selected arbitrators shall select a third (3rd) arbitrator within thirty (30) days after their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third (3rd) arbitrator, the third (3rd) arbitrator shall be appointed by JAMS, Inc. The place of arbitration shall be at a location in the United States mutually agreed between the Parties (and may be by telephone or videoconference), and all proceedings and communications shall be in English. Within thirty (30) days after selection of the third (3rd) arbitrator, the arbitrators shall conduct a preliminary conference. In addressing any of the subjects within the scope of the preliminary conference, the arbitrators shall take into account both the desirability of making discovery efficient and cost-effective and the needs of the Parties for an understanding of any legitimate issue raised in the arbitration. The award rendered by the arbitrators shall be final, binding and non-appealable, and judgment may be entered upon it in any court of competent jurisdiction.

(e) Either Party may apply to the arbitrators for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Each Party shall bear its own costs and expenses and attorneys' fees and an equal share of the arbitrators' fees and any administrative fees of arbitration.

(f) Except to the extent necessary to confirm or enforce an award or as may be required by law, neither Party nor an arbitrator may disclose the existence, content or results of an arbitration without the prior written consent of the other Party. In no event shall an arbitration be initiated after the date when commencement of a legal or equitable proceeding based on the dispute, controversy or claim would be barred by the applicable Delaware statute of limitations.

(g) The Parties agree that any payments made pursuant to this Agreement pending resolution of the dispute shall be refunded if an arbitrator or court determines that such payments are not due.

(h) Nothing contained in this Agreement shall deny either Party the right to seek injunctive or other equitable relief from a court of competent jurisdiction in the context of a bona fide emergency or prospective irreparable harm, and such an action may be filed and maintained notwithstanding any ongoing discussions between the Parties or any ongoing arbitration proceeding. In addition, either Party may bring an action in any court of competent jurisdiction to resolve disputes pertaining to the validity, construction, scope, enforceability, infringement or other violations of Patents, trademarks or other intellectual property rights, and no such claim shall be subject to arbitration pursuant to Section 5.2(b).

(i) The Parties agree that each Party shall pay its own costs and expenses (including counsel fees and the costs of the arbitrator it selected) of any arbitration, except as ordered by the arbitration panel. The parties shall split the costs of the third arbitrator, except as ordered by the arbitration panel.

5.3 Disclaimer. Except for the representations and warranties set forth in and subject to the limitations contained in the Asset Purchase Agreement, (a) Seller does not make any other representations or warranties of any kind or nature under this Agreement, legal or contractual, express or implied, and (b) Seller hereby expressly disclaims, to the extent permitted by applicable law, any and all other conditions or warranties of any kind or nature, whether express, implied or statutory, including any warranties of or related to title, non-infringement, merchantability, usage, suitability, fitness for a particular purpose, validity or enforceability with respect to the IL-12 Products, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent.

5.4 Incorporation of Asset Purchase Agreement Provisions. Without limiting any provisions of this Agreement, Article IX and Sections 10.4-10.16(c) (inclusive) of the Asset Purchase Agreement are hereby incorporated into this Agreement as if fully set forth herein, *mutatis mutandis*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the date first set forth above.

NEUMEDICINES, INC.,

a California corporation

By: _____

Name: _____

Title: _____

KARYOPHARM THERAPEUTICS INC.,

a Delaware corporation

By: _____

Name: _____

Title: _____

EXHIBIT H

LIBO NEW LICENSE AGREEMENT TERMS AND CONDITIONS¹

| Proposed Grant of License by Purchaser (hereinafter referred to as “Karyopharm”) | | |
|--|---|-----------|
| Product | Interleukin-12 | |
| Grant of License | Karyopharm grants to Libo an exclusive license (with the right to sublicense in the Territory), under the Karyopharm Patents and Karyopharm Know-How, to: (a) develop Product for use in the Field and in the Territory; and (b) use, sell, offer for sale, distribute, import and export Product in the Field in the Territory. Libo shall be required to obtain Product supply through Karyopharm on the terms set forth below. Karyopharm may suspend or terminate the license if Libo declines to exercise the license in order to prevent distribution or sale of the Product in the Territory for anti-competitive reasons, as determined in arbitration. | |
| Territories | All countries and territories in the continent of Asia All countries and territories in the continent of Africa Australia | |
| Field | All present and future indications related to IL-12 treatable and preventable diseases | |
| Karyopharm Patent | All patent applications and patents within the assets purchased from Neomedicines that claim or cover or would be practiced by the research, development, manufacture, use, sale, distribution, importation or exportation of each Product in the Field. | |
| Karyopharm Know-How | All know-how, technology, trade secrets, information and data (including, but not limited to, pharmacological, toxicological and clinical data and analytical and quality control data) which, as of the effective date of, and during the term of, the definitive agreement, are owned, licensed to or controlled by Karyopharm and/or any of its partners which (i) are not generally known, (ii) are not covered by a Karyopharm Patent, (iii) relates to any Product and (iv) are necessary or useful for the development and commercialization (but not manufacture) of Product in the Field in the Territory. | |
| Financial Terms | | |
| Development / Regulatory Milestones | Upon the first registrational trial IND (or equivalent) filing | USD 0.5M |
| | Upon any additional registrational IND filings (or equivalent) in the | USD 0.25M |

¹ For the avoidance of doubt, these terms do not constitute an offer, are not binding as between Karyopharm and Libo, and create no right of Libo.

| | | |
|------------------------|--|----------|
| | Territory, up to 4 | |
| | Upon first BLA submission (or equivalent) in the Territory | USD 1M |
| | Upon any additional BLA submissions (or equivalent) in the Territory, up to 4 | USD 0.5M |
| | Regulatory Approval of first indication in the Territory | USD 2M |
| | Regulatory Approval of any additional indications in the Territory, up to 4 | USD 1M |
| Sales Milestones | Upon the first achievement of annual net sales of Products in Libo fiscal year exceeding USD 50M in the Territory | USD 2M |
| | Upon the first achievement of annual net sales of Products in Libo fiscal year exceeding USD 100M in the Territory | USD 5M |
| | Upon the first achievement of annual net sales of Products in Libo fiscal year exceeding USD 200M in the Territory | USD 10M |
| Royalty Rate | Tiered: 14-20% of net sales of Products in the Territory (tiers in USD): <ul style="list-style-type: none"> • 0 – 50M: 10% • >50M – 100M: 12% • >100M – 200M: 14% • >200M: 16% | |
| Royalty Payment Period | The Royalty Payment Period, on a Product-by-Product basis, commences upon the first launch of the applicable Product in the Territory and extends until the later of (i) the expiration of the first regulatory exclusivity period applicable to Product in the Territory, (ii) the last to expire valid claim included in any Karyopharm Patent covering Product, or (iii) twelve (12) years after first launch of Product in such country. Karyopharm shall be solely responsible for any royalties existing before the execution of the definitive agreement and due to a third party. | |
| Supply | Karyopharm would supply Product for commercialization in the territory at cost plus 30% for 5 years from agreement and will be negotiated thereafter | |

EXHIBIT I
DISCLOSURE SCHEDULES

DISCLOSURE SCHEDULE

to the

ASSET PURCHASE AGREEMENT

by and between

KARYOPHARM THERAPEUTICS INC.,
a Delaware corporation,

and

NEUMEDICINES INC.,
a California corporation

Dated as of November 24, 2020

THIS DISCLOSURE SCHEDULE (this “Disclosure Schedule”) relates to that certain Asset Purchase Agreement (the “Agreement”), dated as of November 24, 2020, entered into by and between Karyopharm Therapeutics Inc., a Delaware corporation (“Purchaser”) and Neumedicines Inc., a California corporation (“Seller”). Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

This Disclosure Schedule has been arranged in sections corresponding to each applicable section of the Agreement. The inclusion of any specific item in this Disclosure Schedule is not intended to imply that the item so included or other items are or are not material, and no party shall use the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not included in this Disclosure Schedule is or is not material for purposes of the Agreement. Unless the Agreement specifically provides otherwise, the inclusion of any specific item in this Disclosure Schedule is not intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business, and no party shall use the fact of the setting forth or the inclusion of any such item or matter in any dispute or controversy between the parties as to whether any obligation, item or matter not described or included in this Disclosure Schedule is or is not in the ordinary course of business for purposes of the Agreement. Any information disclosed in this Disclosure Schedule under any section shall be deemed to be disclosed and incorporated in the Disclosure Schedule under such section and any other section to the extent the relevance of such information to such other section would be reasonably apparent to a reader of such information. Each section of this Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Agreement and does not constitute, and shall not be construed as constituting, representations, warranties or covenants of any party, except as and to the extent provided in the Agreement. Certain matters set forth in this Disclosure Schedule are included for informational purposes only notwithstanding that, because they do not rise above applicable materiality thresholds or otherwise, they may not be required by the terms of the Agreement to be set forth herein. In some cases the Seller and the Member have not undertaken to describe the contents of documents referred to in this Disclosure Schedule. Instead, a reference to such a document is deemed to include the text of such document in its entirety. Furthermore, the reference to any such document is deemed to include any and all exhibits, schedules and other attachments to such document. All attachments to this Disclosure Schedule are incorporated by reference into the Section of this Disclosure Schedule in which they are referenced.

Headings and subheadings (other than references to sections and subsections of the Agreement) in this Disclosure Schedule are for convenience or reference only and shall not be deemed to expand or limit the scope of the information required to be disclosed in this Disclosure Schedule, to expand or limit the effect of the disclosures contained in this Disclosure Schedule or to otherwise affect the interpretation of the Agreement or this Disclosure Schedule.

SECTION 5.4

Ownership of Acquired Assets

Omitted.

SECTION 5.5

Securities Solicitation

Seller's former chief executive officer, Dr. Lena Basile, conducted various communications around selling and licensing Seller and its assets. As Dr. Basile is now deceased, Seller cannot ascertain with certainty the counterparties to those communications, where those communications ended, or whether any of those counterparties may believe that Seller made an offer to, oral agreement with or received verbal notice from any such counterparty. Seller has made available all material information known by its living officers, directors and employees.

SECTION 5.7

Intellectual Property

(b)

Exhibit C to the Agreement reflects that various of Seller's patents have been abandoned or expired or are pending and therefore subject to abandonment if not properly prosecuted.

(c)

NantQuest has asserted that Seller is improperly using the NK-92 cell line because Seller does not have a license from NantQuest. Seller obtained access to the NK-92 cell line from ATCC many years ago. Seller questions whether NantQuest's claim has any merit. Seller is not presently using the NK-92 cell line in the Program.

(e)

Seller is aware that it is possible that one or more third parties in China is potentially infringing on one of Seller's method Patents covered by that certain Exclusive License Agreement, dated May 4, 2006, by and between the University of Southern California and Seller. Seller has not taken any investigative or enforcement action with respect to this matter and is not presently aware of any direct impacts to the Program.

SECTION 5.9

Litigation

Seller incorporates herein by this reference the Chapter 11 Case and any filings made in connection therewith.

Seller currently has a legal dispute with Libo with both parties having alleged breaches by the other of the Libo Existing License Agreement. Seller has asserted in verbally and in writing to Libo that the Libo Existing License Agreement has terminated due to Libo's breach. Libo has filed a Proof of Claim in the Chapter 11 Case.

SECTION 5.12(c)

On or about November 14, 2019, Seller received notice of a potential audit from a Governmental Authority, which Seller responded to in a timely manner. As of the date hereof, Seller has not furnished any data in response to such audit, nor has it been in any further communication with such Governmental Authority. Such audits are standard for government contractors to set indirect rates, etc.

On March 2, 2020, Seller's then chief executive officer, Dr. Lena Basile, submitted a letter response to Mr. Robert Clee, the Chief of Indirect Cost Branch of National Institute of Health. The letter stated that Seller had previously provided all documents as requested by the KPMG auditors, including 2013 and 2014 Independent Auditor's Report and subsequent letters from DFAS confirming those audits had met Federal audit requirements. It also stated that Seller had not received further written response from KPMG auditors. Furthermore, Dr. Basile indicated that Seller has similar audit documentations from 2015-2017 and could be made available. Seller has not received any further email or letter response from Mr. Clee/NIH.